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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. January 7, 2014

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on December 17, 2013

AWARDS AND PROCLAMATIONS

-- **Proclamation:**

ACSAA Wheelchair Basketball Bash Day.

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a “first-come, first-served” basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Lois Harder - Requesting the City to reconsider its December 10th decision regarding concealed-carry policy.
2. Katie Mitchell-Koch - Concealed carry in public buildings, specifically public libraries.

II. CONSENT AGENDAS (ITEMS 1 THROUGH 23)

NOTICE: Items listed under the “Consent Agendas” will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the “Consent Agendas” and considered separately

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see “ATTACHMENT 1 – CONSENT AGENDA ITEMS” for a listing of all Consent Agenda Items.)

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Public Hearing and Approval of a Façade Improvement Project – 818-826 West Douglas. (District VI)

RECOMMENDED ACTION: Close the public hearing, approve the façade easement and place the maximum assessment ordinance for the 818, 820 and 826 West Douglas facade improvements on first reading.

2. 2014 State Legislative Agenda.

RECOMMENDED ACTION: Approve the 2014 Legislative Agenda.

(9:30 a.m. or soon thereafter)

3. Repair or Removal of Dangerous and Unsafe Structures.(Districts I, III, and VI)

Property Address

- a. 312 W. 19th St. N.
- b. 1104 N. Madison
- c. 1514 S. Mosley
- d. 3140 S. Yale

Council District

- VI
- I
- III
- III

RECOMMENDED ACTION: Close the public hearing, adopt the resolutions declaring the buildings to be dangerous and unsafe structures, and accept the BBCSA recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair any structures would be contingent on the following: (1) All taxes have been paid to date as of January 7, 2014; (2) the structures have been secured as of January 7, 2014, and will continue to be kept secured; and (3) the premises are mowed and free of debris as of January 7, 2014, and will be so maintained during renovation.

4. City-County Agreement with the Greater Wichita Economic Development Coalition for Economic Development Services.

RECOMMENDED ACTION: Approve the agreement for economic development services with the Greater Wichita Economic Development Coalition and authorize the necessary signatures.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. **Board Appointments.**

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 23)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated December 23, 2013, December 30, 2013 and January 6, 2014.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2014</u>	<u>(Consumption on Premises)</u>
Enriqueta Garcia	11921 East 31st South**	1716 West 21 North
Neli Castro	Renes Mexican Fast Food**	677 North Eisenhower Street

<u>Renewal</u>	<u>2014</u>	<u>(Consumption off Premises)</u>
John Mann	Walgreens#2751***	13534 West Maple
John Mann	Walgreens#6005***	2229 North Maize
John Mann	Walgreens#6113***	1625 South Webb Road
John Mann	Walgreens#6361***	1330 N Woodlawn
John Mann	Walgreens#5769***	3333 East Central
John Mann	Walgreens#6363***	3770 North Woodlawn
Dat Huynh	D & T Station***	895 South Woodlawn

**General/Restaurant (need 50% or more gross revenue from sale of food)

***Retailer (Grocery stores, convenience stores, etc.)

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Liberty Park Third Addition – Petitions for Improvements. (District V)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Statement of Costs.

RECOMMENDED ACTION: Approve and file.

6. Design Services Agreements:

- a. Design Services Agreement for Woods North Third Addition. (District II)
- b. Supplemental Design Agreement No. 2 for Improvements to the K-96 and Greenwich Interchange. (District II)
- c. Supplemental Design Agreement for Improvements to K-96 and Hoover. (District VI)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Minutes of Advisory Boards/Commissions

Wichita Public Library, November 19, 2013
Board of Electrical Appeals, November 12, 2013

RECOMMENDED ACTION: Receive and file.

8. Funding for Improvements to 29th Street North, Ridge to Hoover. (Districts V and VI)

RECOMMENDED ACTION: Approve the revised budget, place the amending ordinance on first reading, and authorize the necessary signatures.

9. Funding for Improvements to the K-96 and Greenwich Interchange. (District II)

RECOMMENDED ACTION: Approve the petition and revised budget, adopt the resolution and amending resolution, and authorize all necessary signatures for the acquisition and granting of easements, and for all permits and agreements associated with the project.

10. 2012-2013 Railroad Crossing Improvement Program – Payment Authorization.

(PULLED PER CITY MANAGER)

11. East Kellogg Right of Way Acquisition Project. (District II)

RECOMMENDED ACTION: Adopt the bonding resolution.

12. Second Reading Ordinances: (NONE)

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

13. *ZON2013-00033 – Zone change request from SF-5 Single-family Residential to TF-3 Two-family Residential, generally located west of Edwards Street and north of 10th Street, 1103 N. Edwards St. (District VI)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the zone change request, place the ordinance on first reading and authorize the Mayor to sign the ordinance (simple majority vote required).

14. *ZON2013-00034 and CON2013-00030 – Zone change request from SF-5 Single-family Residential and GC General Commercial to LI Limited Industrial and Conditional Use to permit “wrecking and salvage” on property generally located on the north side of East MacArthur Road, midway between South Hydraulic Avenue and I-135, 1200 East MacArthur Road. (District III)

RECOMMENDED ACTION: Adopt the findings of the MAPC, and approve the zone change to LI Limited Industrial and the conditional use to permit “wrecking and salvage” subject to the recommended conditions; authorize the Mayor to sign the zone change ordinance and place the ordinance on first reading (simple majority vote required).

15. *ZON2013-00035 – Zone change request from GO General Office to LC Limited Commercial, generally located east of Maize Road, north of West Central Avenue, 746 N. Maize Rd. (District V)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the zone change request, place the ordinance on first reading and authorize the Mayor to sign the ordinance (simple majority vote required).

16. *ZON2013-00036 – Amendment to Protective Overlay #267 to remove the off-site sign exclusion in GC General Commercial zoning, generally located south of Kellogg and one-quarter mile west of 127th Street East, 12225 E. Kellogg. (District II)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the amendment to Protective Overlay #267, place the ordinance on first reading and authorize the Mayor to sign the ordinance (simple majority vote required).

17. *ZON2013-00037 – Zone change request from MF-29 Multi-family Residential to GO General Office, generally located east of Hillside and ½ mile south of Pawnee, 3550 E. Ross Parkway. (District III)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the zone change request, place the ordinance on first reading and authorize the Mayor to sign the ordinance (simple majority vote required).

18. *CON2013-00034 – Conditional Use request for an Accessory Apartment in SF-5 Single-family Residential zoning, generally located north of 11th Street North and west of High Street, 1201 N. High. (District VI)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the conditional use subject to the recommended conditions, and authorize the mayor to sign the resolution (simple majority vote required).

19. *SUB2013-00043 -- Plat of Nahola Addition located on the north side of Central, east of Hoover. (District VI)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the Resolution and place the Ordinance on first reading.

20. *SUB2011-00048 -- Plat of Lakeside at the Moorings Addition located north of K-96 Highway, on the west side of Meridian. (District VI)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and place the Ordinance on first reading.

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

21. *Hawker Beechcraft Global Customer Support, LLC - Paint Hangar Lease Agreement - 1830 Airport Road, Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the agreement and authorize the necessary signatures.

22. *General Services Administration - Lease No. GS-06P-LKS31036 - 2299 Airport Road, 2nd Floor - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the Agreement and authorize the necessary signatures.

23. *WAA Report of Board of Bids and Contracts Dated December 23, 2013 and January 6, 2014.

RECOMMENDED ACTION: Receive and file reports, approve the contracts, and authorize the necessary signatures.

**City of Wichita
City Council Meeting
January 7, 2014**

TO: Mayor and City Council Members

SUBJECT: Public Hearing and Approval of a Façade Improvement Project – 818-826 West Douglas (District VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and approve first reading of the maximum assessment ordinance.

Background: Since 2001, the City of Wichita has operated the Façade Improvement Program, which provides low-cost loans and grants to enhance the visual aesthetics of buildings located in defined areas needing revitalization, including the City’s core area. The low-cost loans are funded through special assessment financing. In 2009, the Façade Improvement Program was revised to require that private funding for overall project costs be at least equal to public funding and that applicants show a financial need for public assistance in order to complete the project, based on the owner’s ability to finance the project and assuming a market-based return on investment.

On December 17, 2013, the City Council accepted a petition for buildings located at 818, 820 and 826 West Douglas to create a special assessment benefit district and adopted a resolution authorizing façade improvements as part of a larger private renovation project, and setting a public hearing on the project for January 7, 2014. Adoption of a maximum assessment ordinance is needed in order to proceed with the façade improvement project.

Analysis: The project includes three connected buildings in Delano on the northeast corner of Douglas Avenue and Handley Street that will be the new location of All Things BBQ. The overall project includes a \$1,500,000 acquisition and renovation, including extensive interior and exterior improvements to the building. The \$495,000 facade project will include tuck-pointing the brick, new storefront windows and doors, and additional work to restore the building and meet ADA requirements. The Office of Urban Development has reviewed the economic (gap) analysis of the project and determined a financial need for incentives based on the current market.

State law requires a formal public hearing to levy assessments for special assessment benefit districts. By using a maximum assessment ordinance, the City levies the assessments in advance of the improvements being constructed, which protects the City from a protest petition should the building change ownership during the construction period. Once the construction is complete and final costs are known, including financing costs, the assessment ordinance will be amended to reflect the actual costs, which will be lower than the original maximum amount.

Financial Considerations: The proposed maximum assessment amount is \$465,000, based on the following uses of funds:

Façade improvement costs	\$427,205
2% City administrative fee	7,767
Façade Improvement Grant	(30,000)
Financing costs	<u>60,028</u>
Maximum Assessment	\$465,000

The façade improvement costs include a contingency amount in the event of unexpected expense, to reduce the need to increase the maximum assessment. The actual amount to be assessed to the property, not to exceed \$465,000, will be based on a final statement of costs following completion of construction and will be financed with 15-year special assessment general obligation bonds. Included in the bond issue amount will be a financing contingency reserve equivalent to one year's debt service to mitigate risk and ensure the maximum assessment is not exceeded.

The building is eligible for a \$30,000 grant, based on location and size of the project. The grant will be deducted from the final statement of costs. The balance of the grant funding allocated by the City Council for the Façade Improvement Program is \$281,000. With the approval of the \$30,000 grant for this project, \$251,000 will be available for future projects.

The City's Façade Program Policy requires that developers provide the City with acceptable surety, such as a letter of credit, to ensure that the City will be reimbursed for any façade expenditures in the event the project cannot be completed and therefore special assessment bonds cannot be issued. Without the issuance of bonds, the City cannot levy special assessment taxes on the improved property. The property owner has agreed to provide a letter of credit as surety. Once the project is complete, as evidenced by an architect's certificate of completion, the City will issue special assessment bonds and place a tax lien on the property. Once special assessment bonds are issued, the City's risk will be partially secured by a tax lien on the property. The maximum assessment amount of \$465,000, including financing fees and temporary interest, is 31% of the overall reconstruction costs of \$1,500,000.

State statutes provide the City Council authority to use special assessment funding for the project. A public hearing is required as part of the approval process. The actual amount to be assessed at the completion of construction may be less, but it may not exceed the amounts included in the petition, resolution and ordinance.

Legal Considerations: The attached Maximum Assessment Ordinance and Façade Easement have been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council close the public hearing, approve the façade easement and place the maximum assessment ordinance for the 818, 820 and 826 West Douglas facade improvements on first reading.

Attachments: Maximum Assessment Ordinance
Façade Easement

ORDINANCE NO. 49-645 028001

AN ORDINANCE LEVYING AND ASSESSING MAXIMUM SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS, AS AUTHORIZED BY RESOLUTION NO. 13-248 OF THE CITY (818, 820 AND 826 WEST DOUGLAS FACADE IMPROVEMENT DISTRICT).

WHEREAS, pursuant to Resolution No. 13-248 of the City of Wichita, Kansas (the “City”) adopted on December 17, 2013, the Governing Body has authorized the creation of an improvement district and the construction of the following improvements (the “Improvements”):

Facade Improvements to the portion of 818, 822 and 826 West Douglas abutting streets/rights-of-way, West Douglas Avenue, north Handley Street, a north/south and an east/west alley.

WHEREAS, prior to commencement of construction of the Improvements, the City has determined the maximum amount of assessment against each lot, piece or parcel of land deemed to be benefited by the Improvements based on the approved estimate of cost of the Improvements and has held a public hearing on the proposed maximum special assessments to be levied against property in the improvement district for the cost of construction of the Improvements as required by K.S.A. 12-6a09; and

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Pursuant to K.S.A. 12-6a01 *et seq.*, special assessments to pay the costs of the Improvements are hereby levied and assessed against the lots, pieces and parcels of land liable therefore as described on Exhibit A to this Ordinance, which is incorporated herein by reference, and in the amounts set forth on Exhibit A following the description of each lot, piece or parcel of land; provided, however, that if the final cost of the completed Improvements is less than the maximum amount of the assessments set forth on Exhibit A, the Governing Body of the City shall adjust the assessments to reflect the cost of the completed Improvements.

SECTION 2. The amounts so levied and assessed shall be due and payable from and after the date of publication of this Ordinance; and the City Clerk shall notify the owners of the affected properties of the amounts of their assessments, bonds will be issued therefore and such assessments will be levied concurrently with general taxes and be payable in 15 annual installments.

SECTION 3. The City Clerk shall certify to the County Clerk, in the same manner and at the same time as other taxes are certified, for a period of 15 years, all of the adjusted assessments as referred to in Section 1, together with interest on such amount thereof at a rate not exceeding the maximum rate as prescribed by the laws of the state of Kansas; and such amounts shall be

placed on the tax rolls and collected as other taxes are collected, the levy for each year being a portion of the principal amount of the assessment plus one year's interest on the amount remaining unpaid.

SECTION 4. This Ordinance shall take effect and be in force from and after its publication once in the official City newspaper. The City Clerk is directed to file this Ordinance with the Register of Deeds of Sedgwick County, Kansas.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on January 14, 2014.

(Seal)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, City Attorney

EXHIBIT A

818, 820 And 826 Facade Improvement District

Property Subject to Assessment	Proposed Maximum Assessment
<u>826 W. Douglas Ave</u> Lot 41 Chicago Now Douglas Ave Together With the East 10 Feet of Vacated Handley Street West Wichita Addition of Wichita, Sedgwick County, Kansas. Pin #00198088 Geo Code #D-00168	\$119,038.91
<u>822 W. Douglas Ave</u> Lot 43 Chicago Now Douglas Ave West Wichita Addition of Wichita, Sedgwick County, Kansas. Pin #00198091 Geo Code #D-00169	\$90,877.71
<u>818 W. Douglas Ave</u> Lots 45-47-49 Chicago Now Douglas Ave West Wichita Addition of Wichita, Sedgwick County, Kansas. Pin #00198093 Geo Code #D-00170	\$255,083.38

FACADE EASEMENT FACADE IMPROVEMENT PROGRAM

THIS FACADE EASEMENT made this ____ day of _____, 2014, by and between 4 J's Holdings, LLC, hereinafter called Grantor and the City of Wichita, Kansas, hereinafter called Grantee:

WITNESSETH THAT,

WHEREAS, the Grantee is a municipal corporation pursuant to state law; and

WHEREAS, the Grantee is authorized pursuant to K.S.A. 12-6a01 et. seq. to make or cause to be made improvements which confer a special benefit upon a property within a definable area of the city; and,

WHEREAS, the Grantee may levy and collect special assessments upon property deemed by the governing body to be benefited by such improvement; and,

WHEREAS, the Grantee may acquire an interest in property when necessary for any of the purposes of the statute; and,

WHEREAS, the Grantee is authorized to accept easements necessary for improvements to be financed through special assessment financing pursuant to K.S.A. 12-6a01; and,

WHEREAS, the Grantor is the owner in fee simple of the improved real property consisting of a lot and building improvements located at 818, 820 and 826 West Douglas Avenue, Wichita, Kansas; and,

WHEREAS, the Grantor has submitted a Facade Improvement Petition for special assessment financing to improve, restore and enhance the facade of the premises; and,

WHEREAS, the grant of a facade easement by the Grantor to the Grantee will assist in the improvement of the property;

NOW, THEREFORE, in consideration of the sum of ONE and NO/100 DOLLARS (\$1.00), and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey to the Grantee, its successors and assigns, a fifteen (15) year facade easement in and to the premises described herein.

The easement granted herein (which is more particularly described in Attachment "A" and which is incorporated herein by reference) shall constitute a binding servitude upon the premises and shall be deemed to run with the said premises for a period of fifteen (15) years, with said fifteen year period being contemporaneous with the period of time that the said premises are encumbered with special assessment payments related to improvements made to its facade. As a further condition of said easement, Grantor agrees to the following covenants, restrictions and obligations related to said facade:

1. Without the express written consent of the Grantee, signed by an authorized representative of the Grantee, no construction, alteration, remodeling or other action shall be undertaken or permitted to be undertaken which would affect the exterior facade improvements on the premises (including, without limitation the exterior walls, the roofs or chimneys) or which would adversely affect the structural soundness of improvements on the premises. In the event the Grantee does consent to construction, alteration, remodeling or other action which would affect the exterior facade of improvements on the premises, the Grantor agrees that such construction, alteration, remodeling or other action will conform with applicable local, state and federal standards for construction or restoration or rehabilitation of historic property. Grantor agrees on behalf of itself and any successor condominium owners association at all times to maintain the premises in good and sound state of repair and to bear the cost of all maintenance and repair of the premises.

2. The premises shall not be divided, diminished or subdivided nor shall the premises ever be devised or conveyed except that the premises may be divided into condominium units, the units may

be conveyed to buyers, and the remainder of the premises may be conveyed to a condominium owners association.

3. The premises shall only be used for a use consistent with the zoning ordinances of the City of Wichita.

4. No other structures may be constructed on the premises during the term of this facade easement without the express written permission of the Grantee, signed by an authorized representative of the Grantee.

5. No utility transmission lines, except those required by the existing structures or by structures permitted by the Grantee, may be placed on or over the premises.

6. No topographical changes shall be made or allowed on the premises without the express written permission of the Grantee, signed by an authorized representative of the Grantee.

7. Grantor agrees that representatives of the Grantee, its successors or assigns, shall be permitted at all reasonable times to inspect the premises. Inspections will normally take place on the exterior of the structures on the premises; however, Grantor agrees that representatives of the Grantee, its successors and assigns, shall be permitted to enter and inspect the structures on the premises to insure maintenance of structural soundness. Inspection of the interior of the structures will not take place more often than annually, in the absence of deterioration, and shall require prior notice to Grantor. Inspection of the interior of the structures will be made at a time mutually agreed upon by the Grantor and Grantee, its successors or assigns, and Grantor will not unreasonably withhold its consent in determining a date and time for such inspections.

8. In the event of a violation of any covenant or restriction herein, the Grantee, its successors and assigns, following no less than thirty (30) days notice to Grantor of the violation, may institute suit to enjoin such violation and to require restoration of the premises in compliance with the covenants or restrictions herein. The Grantee, its successors or assigns, shall also have available all legal and equitable remedies to enforce Grantor's obligations hereunder (following expiration of the thirty (30) day notice and cure period set forth above), and in the event Grantor is found to have violated any of its obligations following expiration of such notice and cure period, Grantor shall reimburse Grantee, its successors and assigns, for any costs or expenses incurred in connection therewith, including court costs and reasonable attorneys' fees. In addition, Grantor acknowledges that the Grantee has advanced or will advance \$30,000 in public funds to defray costs of a portion of Grantor's façade improvements, and Grantor further acknowledges that, in the event of Grantor's violation of any covenant or restriction herein contained for the preservation, maintenance or repair of the façade improvements during the term of this easement, the Grantee will not have received the social and economic development benefits expected in connection with its advance of public funds, and the resulting loss to the Grantee will be difficult to measure. In such event, the Grantor covenants to repay to the Grantee, on demand, as contractual or liquidated damages, the amount \$30,000.

9. Grantor agrees that these covenants and restrictions will be inserted by it in any subsequent deed or other legal instrument by which it divests itself of either the fee simple title or its possessory interest in the premises, or any part thereof during the term of this facade easement. Grantor agrees to give Grantee written notice of any sale or mortgage of the premises or any part thereof within a reasonable time after such sale or mortgage.

10. Grantor agrees to maintain the facades of the premises in its original condition and configuration or in a condition or configuration which is agreed to by the Grantee.

11. Nothing herein contained shall impose any obligation or liability on the Grantee for the restoration, renovation, preservation or maintenance of the facades of the premises or any part of the premises. The Grantor shall indemnify and hold harmless the Grantee from any liability for any and all claims, demands, damages, judgments, costs or expenses in connection with the restoration, renovation, preservation and maintenance of the facades of the premises or any part thereof or in connection with the failure to restore, renovate, preserve or maintain the facades of the premise or any part of the premises.

12. The Grantor shall maintain insurance on the premises in such amount and on such terms as will allow the Grantee to restore, repair or rebuild the facade of the premises in the event the facade is damaged or destroyed. In the event of damage to or destruction of the facades of the premises, the Grantor alone may determine that the facade of the premises cannot be reasonably restored, repaired or reconstructed. In such event, the Grantee shall be entitled to receive from the Grantor the greater of the following: the fair market value of the easement granted herein at the time the easement was granted or the fair market value of the easement granted herein immediately before the facade of the premises was damaged or destroyed. However, any payment to the Grantee under the terms of this paragraph shall not terminate the easement granted herein, and the terms of the easement which are still applicable to the premises shall remain in full force and effect. The provisions of this paragraph shall apply whether or not the Grantor maintains the insurance coverage required by this paragraph. In the event the Grantee receives any payment under the terms of this paragraph, the Grantee shall use such payment in a manner consistent with the purpose of this easement.

13. Grantor acknowledges that the easement granted herein gives rise to a property right, vested immediately, with fair market value that is a minimum ascertainable portion of the fair market value of the premises. Thus, if a subsequent unexpected change in the conditions surrounding the premises makes it impossible or impracticable to preserve the premises for the purposes for which the easement was granted and restrictions imposed by the easement granted herein are terminated by judicial proceedings, the Grantee, on a subsequent sale, exchange or involuntary conversion of the premises, will be entitled to a portion of the proceeds determined in accordance with the ratio that the fair market value of the easement granted herein determined on the date of this Facade Easement is executed, unless state law determines that the Grantor is entitled to full proceeds from the conversion without regard to the terms of the prior restrictions imposed by the Facade Easement. In the event the Grantee receives such proceeds from the subsequent sale, exchange or involuntary conversion of the premises, the Grantee shall use such proceeds in a manner consistent with the terms conservation/enhancement purposes of the easement.

The covenants and restrictions imposed by the aforesaid, shall not only be binding upon the Grantor, but also upon its heirs, assigns, and all other successors in interest, and shall continue as a servitude running for the fifteen year term of the Facade Easement with the land and shall survive the Grantor and any termination of the Grantor's existence. All rights reserved herein to the Grantee shall run for the benefit of and be exercised by its successors, assigns, or by its designee duly authorized.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

[SIGNATURES FOLLOW ON PAGES BELOW]

GRANTOR:
4 J's Holdings, LLC

By: _____
Don Cary, Managing Member

State of _____)
County of _____)

Signed or attested before me on _____ by _____, member, 4 J's Holdings, LLC.

Notary Public (Date)

(Seal)

My appointment expires: _____

GRANTEE:

By Direction of the City Council

Carl Brewer,
Mayor

(Date)

ATTEST:

Karen Sublett,
City Clerk

(Date)

State of _____)
County of _____)

(Date)

Signed or attested before me on
_____ by

Notary Public

(Seal)

My appointment expires:

APPROVED AS TO FORM:

Gary E. Rebenstorf,
City Attorney and Director of Law of
the City of Wichita

(Date)

EXHIBIT A

Property Subject to Easement

An easement for construction and preservation of façade improvements on the north façade of certain buildings currently addressed at 818, 820 and 826 W. Douglas in the City of Wichita, Kansas, abutting public ways on Douglas Avenue, in such City, together with easements for ingress, egress and access to the said facades as necessary for such purposes, all on that property described as:

826 W. Douglas Ave

Lot 41 Chicago Now Douglas Ave
Together With the East 10 Feet of Vacated Handley Street
West Wichita Addition of Wichita, Sedgwick County,
Kansas.
Pin #00198088
Geo Code #D-00168

822 W. Douglas Ave

Lot 43 Chicago Now Douglas Ave West Wichita
Addition of Wichita, Sedgwick County, Kansas.
Pin #00198091
Geo Code #D-00169

818 W. Douglas Ave

Lots 45-47-49 Chicago Now Douglas Ave West Wichita
Addition of Wichita, Sedgwick County, Kansas.
Pin #00198093
Geo Code #D-00170

City of Wichita
City Council Meeting
January 7, 2014

TO: Mayor and City Council

SUBJECT: 2014 State Legislative Agenda

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Approve the 2014 State Legislative Agenda.

Background: Each year, City Departments are asked to submit requests for consideration in the legislative agenda. Those suggestions, along with other issues developed by community partners, are evaluated for inclusion in the agenda. Once approved, the agenda will be published on the City's website, and circulated to the State legislative delegation. Legislative strategies will be developed to secure positive outcomes for the respective agenda.

Analysis: The State agenda contains requests for appropriations and policy actions that relate to municipal practices, public safety, water quality and supply, transportation, and various issues of community-wide interest. The State Legislative Agenda may be expanded as additional issues evolve before the State Legislature. Legislative action on the state agenda would take place prior to the end of the 2014 state fiscal year on June 30, 2014.

Financial Consideration: None of the State Legislative Agenda items require a formal commitment of local matching funds beyond existing authorizations.

Legal Consideration: The Law Department has reviewed the Legislative Agenda. Any necessary contracts and/or memorandums of understanding will be initiated as needed for fulfillment of state funding appropriations and be reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the 2014 Legislative Agenda.

Attachment: Summation of the 2014 State Legislative Agenda.

2014 CITY OF WICHITA STATE LEGISLATIVE AGENDA

Jan. 7, 2014

Dale Goter

Government Relations Manager



AGENDA CATEGORIES



- ❖ **WATER ISSUES**
- ❖ **COMMUNITY BUDGET ISSUES**
- ❖ **POLICY ISSUES**
- ❖ **OTHER:** Public Safety, Creative Districts

2014 State Legislative Agenda



WATER ISSUES

- ❖ **EQUUS BEDS AQUIFER STORAGE
AND RECOVERY FUNDING**
- ❖ **STATE WATER PLAN/GOVERNANCE/FUNDING**
- ❖ **EQUUS BEDS SUSTAINABILITY**

Equus Beds ASR funding

- ❖ **ISSUE:** The 2013 Legislature approved the Governor's FY2014 recommendation of \$449,166. The Governor's budget proposal for FY2015 provides \$449,225 for the Equus Beds Aquifer Storage and Recovery project. The Kansas Water Authority has also endorsed that budget recommendation.



- ❖ **RECOMMEND:** The Wichita City Council supports the Governor's recommendation for FY2015.

State Water Fund

- ❖ **ISSUE:** Governance of the state's water resources has not undergone a comprehensive review since the 1980s. Gov. Brownback has called for development of a 50-year plan for the State's water resources.
- ❖ **RECOMMEND:** The Wichita City Council supports the Governor's initiative and encourages a re-evaluation of state Water Fund governance, collection and distribution. This issue is continued from the 2012-2013 City of Wichita legislative agendas.

Equus Beds Sustainability

- ❖ **ISSUE:** Salt plumes threaten the Equus Beds aquifer from the north and the west. The ASR project offers some protection, but a broader solution is necessary to assure long term availability of this important water resource.
- ❖ **RECOMMEND:** The Wichita City Council recommends the State of Kansas recognize the sustainability of the Equus Beds Aquifer in the same context as current dredging proposals for surface water reservoirs.

2014 State Legislative Agenda



COMMUNITY BUDGET ISSUES

- ❖ **AFFORDABLE AIRFARES**
- ❖ **NIAR (National Institute for Aviation Research)**
- ❖ **NCAT (National Center for Aviation Training)**
- ❖ **PASSENGER RAIL**

Affordable Airfares, NIAR, NCAT

- ❖ **ISSUE:** State funding for Kansas Affordable Airfares Program, National Institute for Aviation Research (NIAR), Wichita Area Technical College and the National Center for Aviation Training (NCAT) is vitally important to the economic wellbeing of south-central Kansas.
- ❖ The past several years, each of these items has been funded in the Governor's budget. Last year, the Legislature cut the Governor's recommendation for NCAT by \$2 million in the FY2014 budget and has sustained that cut in the proposed FY2015 budget. Technical education for high school students at WATC under SB155 is also underfunded.

Affordable Airfares, NIAR, NCAT

- ❖ **RECOMMEND:** The Wichita City Council supports continued state grant funding for Affordable Airfares, NIAR and NCAT at \$5 million. That includes restoration of the \$2 million funding cut imposed on the National Center for Aviation Training during the 2013 legislative session.
- ❖ Additionally, the Council supports full funding of Senate Bill 155 and the Board of Regents funding formula affecting WATC/NCAT.

Passenger Rail

- ❖ **ISSUE:** Public support and awareness of the possibility of passenger rail service connecting Oklahoma City and Wichita/Newton has grown over the past two years.
- ❖ **RECOMMEND:** The Wichita City Council encourages the State to expedite completion of the necessary environmental study to allow future federal/state funding.

2014 State Legislative Agenda



POLICY ISSUES

- ❖ **ECONOMIC DEVELOPMENT**
- ❖ **IMMIGRATION**
- ❖ **TAXATION**
- ❖ **PUBLIC LOBBYING**
- ❖ **LOCAL ELECTIONS**

Economic Development

- ❖ **ISSUE:** Existing economic development tools are essential for the continued growth and prosperity of our community.
- ❖ **RECOMMEND:** The Wichita City Council supports continuation of its 2012 legislative agenda item, calling for protection of existing economic development tools for local public-private partnerships. Among those are Go Wichita, Greater Wichita Economic Development Coalition, Tax Increment Financing (TIF) districts, Community Improvement Districts (CIDs), Industrial Revenue Bonds (IRBs) and Sales Tax Revenue (STAR) bonds. (full list on next slide)

Economic Development Programs

- ❑ GWEDC/GO WICHITA: Support existing statutory records exemptions
- ❑ Industrial Revenue Bond tax abatements (IRBX)
- ❑ Economic Development Exemptions (EDX)
- ❑ Tax Increment Financing (TIF)
- ❑ Sales Tax Revenue (STAR) Bonds
- ❑ Community Improvement Districts (CID)
- ❑ Neighborhood Revitalization Area (NRA) tax rebates
- ❑ Special Assessment financing for neighborhood infrastructure projects, façade improvements and abatement of asbestos and lead-based paint.
- ❑ State Historic Preservation Tax Credits (HPTC)
- ❑ State administration of federal Low Income Housing Tax Credits (LIHTC)
- ❑ High Performance Incentive Program (HPIP) tax credits
- ❑ Investments in Major Projects and Comprehensive Training (IMPACT) grants
- ❑ Promoting Employment Across Kansas (PEAK) program
- ❑ Economic Revitalization and Reinvestment Act bonding for major aviation and wind energy projects
- ❑ Kansas Industrial Training (KIT) and Kansas Industrial Retraining (KIR) grants
- ❑ Network Kansas tax credit funding
- ❑ State support for Innovation Commercialization Centers in Commerce Department budget

Immigration

- ❖ **ISSUE:** Immigration reform holds tremendous economic and social implications for Kansas and local communities
- ❖ **RECOMMEND:** The Wichita City Council encourages the Kansas Legislature to support a federal solution to immigration reform that allows reasonable access to citizenship while assuring adequate border security and protecting our economy and workforce. Any immigration legislation generated by Congress or the State of Kansas should not negatively impact local governments with additional law enforcement or administrative burdens.

Taxation

❖ **ISSUE:** Changes in the State's tax structure may place greater burden on local tax efforts. The Legislature periodically has considered measures to restrict local government's opportunity to raise tax revenues to meet the needs of local citizens.

❖ **RECOMMENDATION:**

The Wichita City Council opposes any legislative attempts to restrict the taxing and spending authority of local governments.

Public Lobbying

- ❖ **ISSUE:** The State Legislature currently is considering restrictions on the ability of local governments to communicate with state legislators.

- ❖ **RECOMMENDATION:**

The Wichita City Council opposes any restrictions on the use of state and/or local public monies to provide information to our citizens and to advocate on their behalf.

Local Elections

❖ **ISSUE:** The State Legislature has recently considered various bills that would force local governments to change their current schedule of local elections.

❖ **RECOMMENDATION:**

The Wichita City Council supports the current framework for local elections, continuing the current February/April schedule of local primary and general elections, as well as the local option allowing non-partisan elections.

2014 State Legislative Agenda



PUBLIC SAFETY

- ❖ **The Wichita City Council supports legislative solutions regarding certain community public safety concerns such as metal theft and domestic violence. The City of Wichita will participate in the formation of legislative solutions and support their enactment.**

2014 State Legislative Agenda



CREATIVE DISTRICTS

- ❖ **The Wichita City Council supports the development of appropriate state and local incentives to nurture and preserve arts activity throughout the City of Wichita and the State of Kansas.**

City of Wichita
City Council Meeting
January 7, 2014

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
(Districts I, III, & VI)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: New Business

Recommendations: Adopt the resolution.

Background: On November 26, 2013, a report was submitted with respect to the dangerous and unsafe conditions on the properties listed below. The City Council adopted a resolution providing for a public hearing to be held on the condemnation actions at 9:30 a.m. or soon thereafter, on January 7, 2014.

Analysis: On November 4, 2013, the Board of Building Code Standards and Appeals (BBCSA) held a hearing on the properties listed below:

<u>Property Address</u>	<u>Council District</u>
a. 312 W. 19 th St. N.	VI
b. 1104 N. Madison	I
c. 1514 S. Mosley	III
d. 3140 S. Yale	III

Detailed information/analyses concerning the properties are included in the attachments.

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Metropolitan Area Building and Construction Department Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of Federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits MABCD expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of MABCD's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Legal Considerations: The resolutions and notices of hearing have been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolutions declaring the buildings to be dangerous and unsafe structures, and accept the BBCSA recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair any structures would be contingent on the following: (1) All taxes have been paid to date as of January 7, 2014; (2) the structures have been secured as of January 7, 2014, and will continue to be kept secured; and (3) the premises are

mowed and free of debris as of January 7, 2014, and will be so maintained during renovation.

If any of the above conditions are not met, the Metropolitan Area Building and Construction Department will proceed with demolition action and also instruct the City Clerk to have the resolutions published once in the official city paper and advise the owner of these findings.

Attachments: Memorandums to Council, case summaries, and resolution.

DATE: December 23, 2013

CDM SUMMARY

COUNCIL DISTRICT # VI

ADDRESS: 312 W 19TH ST N

LEGAL DESCRIPTION: LOTS 41,43,45 AND 47, EXCEPT THE EAST 74 FEET, BLOCK 2, AVONDALE ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 38 x 26 feet in size. Vacant for at least a year, this structure has no roof covering; cracking and shifting concrete block foundation; rotted wood front porch; badly deteriorated porch stoop and steps; and rotted wood trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Director of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

DATE: December 23, 2013

BCSA GROUP # 3

ADDRESS: 312 W 19TH ST N

ACTIVE FIELD FILE STARTED: September 18, 2012

NOTICE(S) ISSUED: Since September 18, 2012 a notice of improvements and several violation notices have been issued. The owner moved out of state and forfeited the property to the mortgage company.

PRE-CONDEMNATION LETTER: October 17, 2012

TAX INFORMATION: Taxes are current.

COST ASSESSMENTS/DATES: There is a 2013 special assessment in the amount of \$704.86, for lot clean-up.

PREMISE CONDITIONS: Maintained.

VACANT NEGLECTED BUILDING REPORT: None

NUISANCE ABATEMENT REPORT: Nuisance abatement by City contractor on January 21, 2013 at a cost of \$634.42.

POLICE REPORT: In 2012 there was one suspension charge.

FORMAL CONDEMNATION ACTION INITIATED: September 20, 2013

RECENT DEVELOPMENTS: No repairs have been made, the tarp is now off the west slope of the roof. The structure is secure.

HISTORIC PRESERVATION REPORT: None

OWNER'S PAST CDM HISTORY: None

BOARD OF B.C.S. & A. RECOMMENDATION: At the November 4, 2013 BBCSA hearing, no one appeared to represent the property. Board Member Crotts made a motion to submit the property to the City Council with a recommendation of condemnation, with ten days to begin and ten days to complete wrecking the structure. Board Member Webb seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: December 23, 2013

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1104 N MADISON

LEGAL DESCRIPTION: LOTS 42 AND 44, TENTH STREET ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 20 x 45 feet in size. Vacant for at least 18 months, this structure has a badly deteriorated composition roof, with missing shingles and holes; badly cracked and shifting concrete block foundation, with missing block; deteriorated and missing siding shingles; rotted front porch cover; exposed, rotted wall sheathing and framing members; and rotted rafter tails and wood trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Director of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

DATE: December 23, 2013

BCSA GROUP # 3

ADDRESS: 1104 N MADISON

ACTIVE FIELD FILE STARTED: January 5, 2007

NOTICE(S) ISSUED: Since January 5, 2007, a notice of improvement and numerous notices of violation have been issued. Neighborhood Improvement Services assisted with some repairs in 2008, including providing exterior paint.

PRE-CONDEMNATION LETTER: June 6, 2013

TAX INFORMATION: The 2011, 2012, and 2013 taxes are delinquent in the amount of \$425.87.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Tall grass and weeds and tree debris on the premises.

VACANT NEGLECTED BUILDING REPORT: None

NUISANCE ABATEMENT REPORT: None

POLICE REPORT: Since 2009 there have been 2 aggravated batteries, 1 aggravated burglary, 1 battery, 1 simple assault on a LEO, 1 criminal discharge of a firearm, 1 traffic violation, 1 resist arrest, 3 miscellaneous reports, and 1 larceny B.

FORMAL CONDEMNATION ACTION INITIATED: September 20, 2013

RECENT DEVELOPMENTS: The structure is open. No work has been done on the structure. There is a current nuisance case, started August 7, 2013, pending court action.

HISTORIC PRESERVATION REPORT: None

OWNER'S PAST CDM HISTORY: None

BOARD OF B.C.S. & A. RECOMMENDATION: At the November 4, 2013 BBCSA hearing, no one appeared to represent the property. Board Member Crotts made a motion to submit the property to the City Council with a recommendation of condemnation, with ten days to begin and ten days to complete wrecking the structure. Board Member Webb seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: December 23, 2013

CDM SUMMARY

COUNCIL DISTRICT # III

ADDRESS: 1514 S MOSLEY

LEGAL DESCRIPTION: THE NORTH 50 FEET OF THE WEST HALF OF LOT 9, BLOCK 5, PERRY'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A two story frame dwelling about 30 x 40 feet in size. Vacant for at least 18 months, this structure has been damaged by fire. It has a badly worn composition roof with missing shingles; cracking basement walls; fire-damaged and missing wood lap siding; fire-damaged framing members; rotted wood front porch; rotted and fire-damaged wood trim; and the 12 x 20 foot accessory garage is deteriorated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Director of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

DATE: December 23, 2013

BCSA GROUP # 3

ADDRESS: 1514 S MOSLEY

ACTIVE FIELD FILE STARTED: December 1, 2011

NOTICE(S) ISSUED: Since December 1, 2011, a notice of improvements and several violation notices have been issued. The case was in neighborhood court in 2012 and again in 2013.

PRE-CONDEMNATION LETTER: March 13, 2013

TAX INFORMATION: The 2007, 2008, 2009, 2010, 2011, 2012 and 2013 taxes are delinquent in the amount of \$4,425.52. It is in tax foreclosure.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: There is tall grass and weeds, scattered debris and tree limbs on the premises.

VACANT NEGLECTED BUILDING REPORT: None

CENTRAL INSPECTION NUISANCE ABATEMENT REPORT: None

POLICE REPORT: Since 2008 there have been 1 forcible rape, 1 aggravated battery/DV, 1 burglary, 1 battery, 1 intimidation, 1 sudden death-witnessed, 2 miscellaneous officer reports, 1 mental case, and 1 larceny B.

FORMAL CONDEMNATION ACTION INITIATED: September 20, 2013

RECENT DEVELOPMENTS: Both the main structure and the accessory garage are open. No repairs have been made.

HISTORIC PRESERVATION REPORT: None

OWNER'S PAST CDM HISTORY: None

BOARD OF B.C.S. & A. RECOMMENDATION: At the November 4, 2013 BBCSA hearing, no one appeared to represent the property. Board Member Crotts made a motion to submit the property to the City Council with a recommendation of condemnation, with ten days to begin and ten days to complete wrecking the structure. Board Member Webb seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: December 23, 2013

CDM SUMMARY

COUNCIL DISTRICT # III

ADDRESS: 3140 S YALE

LEGAL DESCRIPTION: LOT 71, BLOCK F, PLANEVIEW SUBDIVISION NO. 2, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 24 x 28 feet in size. Vacant for at least 2 years, this structure has been badly damaged by fire. It has a fire-damaged composition roof, with holes; deteriorating wood pier foundation; fire-damaged and missing vinyl siding; exposed, fire-damaged framing members; badly charred wall sheathing and wood trim; and the interior has been gutted by fire.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Director of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

DATE: December 23, 2013

BCSA GROUP # 3

ADDRESS: 3140 S YALE

ACTIVE FIELD FILE STARTED: February 24, 2012

NOTICE(S) ISSUED: Since February 24, 2012 a violation notice and pre-condemnation notice have been issued.

PRE-CONDEMNATION LETTER: June 13, 2013

TAX INFORMATION: The 2009, 2010, 2011, 2012 and 2013 taxes are delinquent in the amount of \$1,421.50. It is in tax foreclosure.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: There is tall grass and weeds, tree limbs and some bulky waste on the premises.

VACANT NEGLECTED BUILDING REPORT: None

NUISANCE ABATEMENT REPORT: None

POLICE REPORT: Since 2010 there have been 1 destruction to auto, 1 destruction of property, and 1 miscellaneous report.

FORMAL CONDEMNATION ACTION INITIATED: September 20, 2013

RECENT DEVELOPMENTS: No repairs have been made to the structure.

HISTORIC PRESERVATION REPORT: None

OWNER'S PAST CDM HISTORY: None

BOARD OF B.C.S. & A. RECOMMENDATION: At the November 4, 2013 BBCSA hearing, no-one appeared to represent the property. Board Member Willenberg made a motion to submit the property to the City Council with a recommendation of condemnation, with ten days to begin and ten days to complete wrecking the structure. Board Member Webb seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

City of Wichita
City Council Meeting
January 7, 2013

TO: Mayor and City Council

SUBJECT: City-County Agreement with the Greater Wichita Economic Development Coalition for Economic Development Services

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the agreement.

Background: On August 19, 2003, the City Council approved a five-year contract with Sedgwick County and the Greater Wichita Economic Development Coalition (“GWEDC”) to provide economic development services. The GWEDC is a public-private partnership established to focus on business recruitment, retention and expansion and workforce development in Wichita and Sedgwick County. It was established by the City, the County and the Wichita Metro Chamber of Commerce (the “Chamber”). The contract was renewed on November 18, 2008 for an additional five-year term, expiring on December 31, 2013. A contract for an additional five-year term, to expire on December 31, 2018, is presented herewith for approval.

Analysis: Since 2004, GWEDC has served as the primary economic development marketing agency and contact for business recruitment, retention and expansion prospects in Wichita and Sedgwick County. GWEDC’s goals for the first ten years included creation of at least 19,500 jobs, capital investment of \$550 million and a positive return on investment for the use of public dollars. To date, over 20,000 jobs have been created due to the direct involvement of GWEDC and the facilitation of incentives and other assistance from City, County and State partners. Actual capital investment is projected at \$1.44 billion. The Center for Economic Development and Business Research (“CEDBR”) computed net present value of 10-year public benefits versus public costs, including local incentives cost and investment in GWEDC:

- Public benefits: \$163,770,664
- Public costs: \$68,554,999
- Net public benefits: \$95,215,665

For every dollar of local public money used to fund GWEDC, including local incentives for GWEDC-generated projects, GWEDC returned \$2.39 in public benefits. The return on public investment (ROI) is 138.9%. Wichita State University’s CEDBR will continue to provide return on investment analyses related to the performance of GWEDC.

GWEDC is governed by a 13-member Steering Council composed of public and private members, including two public officials designated by the City Council, two by the Sedgwick County Commission and one by the Regional Economic Area Partnership (REAP). Private sector members are elected to staggered terms by the Board of Investors, which is comprised of private businesses and individuals who make significant financial contributions to GWEDC. The Steering Council provides policy direction for GWEDC and approves the annual work plan and operating budget.

Under the terms of the agreement, City and County funds may be used solely for program and operating costs such as (but not limited to) marketing, advertising, travel, consultants and costs associated with recruiting new businesses and assisting with the expansion and retention of existing businesses. GWEDC contracts with the Chamber for staffing and operational support.

The Sedgwick County Board of County Commissioners approved the new five-year agreement on December 11, 2013.

Financial Considerations: The City's payments to GWEDC will be made from funds budgeted for this purpose in the Economic Development Fund. Under the terms of the agreement, the City and County will provide annual funding to GWEDC for program costs of \$300,000 each for five years, subject to annual appropriations.

City and County funds may not be used for GWEDC personnel costs. A portion of the City/County funding will be used to reimburse the Chamber for use of its space and operational support. GWEDC and the Chamber conduct fund raising from the private sector that will, at a minimum, match the funding provided by the City and County. Accounting for the expenditure of public funds will be made separately from that of private funds.

Legal Considerations: The Law Department has approved the Agreement as to form.

Recommendations/Actions: It is recommended that the City Council approve the agreement for economic development services with the Greater Wichita Economic Development Coalition and authorize the necessary signatures.

Attachments: GWEDC Economic Development Services Agreement

**City of Wichita/Sedgwick County
Agreement With
Greater Wichita Economic Development Coalition**

This agreement is entered into this ____ day of December, 2013, by and between the Board of Sedgwick County Commissioners of Sedgwick County, Kansas, (hereinafter referred to as "County") and the City of Wichita, Kansas (hereinafter referred to as "City") jointly hereinafter referred to as "City and County") and the Greater Wichita Economic Development Coalition (hereinafter referred to as "GWEDC").

WITNESSETH:

WHEREAS, City and County desire to support GWEDC through participation; and

WHEREAS, the parties desire to document the terms of their participation in GWEDC;
And

WHEREAS, GWEDC desires to continue to provide economic development services to the City and County, the south central Kansas region and the State of Kansas;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto do agree as follows:

1. Purpose: The purpose of this agreement is to promote, stimulate, and develop the general economic welfare and prosperity in Sedgwick County through the commitment of the City's and the County's participation in GWEDC.
2. Term: The term of this agreement shall be for a five-year period, effective January 1, 2014, through December 31, 2018.
3. Conditions: This agreement is subject to GWEDC remaining a separate corporate entity.
4. Membership: Pursuant to the GWEDC structure approved by the City and County, each year during the five-year term of this Agreement, the City and County will each appoint two representatives to serve on the GWEDC Steering Council during such year, or otherwise at the pleasure of the appointing governing body.

The GWEDC Steering Council will be a public/private partnership composed of the following members:

- i. Two (2) members designated by the City,

- ii. Two (2) members designated by the County,
- iii. One (1) member designated by the Regional Economic Area Partnership ("REAP"),
- iv. Two (2) members designated by the Wichita Metro Chamber of Commerce ("WMCC") Board, and
- v. Six (6) members elected from the Board of Investors.
- vi. Two (2) voting members and
- vii. Up to Three (3) nonvoting members appointed by the Steering Council

The Steering Council membership and officers will be specified in the GWEDC Articles of Incorporation and By-Laws. Any future adjustments to this structure must be approved by both the City and the County.

5. Financial Contributions: Subject to annual appropriation of funds, the City and County in compliance with the approved organizational and funding plan, agree to provide quarterly payments to the GWEDC to defray economic development costs identified in the annual budget approved by the GWEDC Steering Council. The City and County's respective annual payments to GWEDC under this agreement shall be \$300,000.00 each, per year for the five year term of this Agreement.

City and County funds shall not be used for GWEDC personnel expenses.

6. Operations: It is expected that the GWEDC will contract with the Wichita Metro Chamber of Commerce (WMCC) to provide staffing and operational support for the GWEDC for a period coterminous with this Agreement, subject to annual evaluations. The GWEDC Steering Council will provide policy direction and program guidance for the economic development operation and will adopt an annual work plan and operating budget, including a detailed line-item budget that will control the expenditure of funds by the WMCC pursuant to the contract and the GWEDC Mission and adopted work plan.
7. Contracts: Contracts between the GWEDC and the WMCC for economic development services will include specific and measurable performance outcomes. The parties will require GWEDC to engage the services of an independent economic research firm, such as the Center for Economic Development and Business Research at Wichita State University, to conduct periodic performance reviews and evaluations of the activities and results of economic development efforts. The GWEDC Steering Council will establish an evaluation committee to oversee the ongoing independent evaluation, consisting of the Steering Council president, Chairperson, and one representative each of the City and County.
8. Funding: It is expected that the amount of private funds raised each year for the GWEDC will at minimum match the payments provided by the City and the County. All fund expenditures will be in accordance with the budget approved by the Steering Council.

9. Reports: The GWEDC will provide quarterly reports as required by the City and the County, and will provide an Annual Report to the public.
10. Cash Basis and Budget Laws: The right of the City and the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City and the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the City and the County reserve the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of either the City or the County's legal counsel, the Agreement may be deemed to violate the terms of such laws.
11. Amendment: This Agreement may be amended only by written consent of all parties.
12. Termination. Either party may terminate this agreement by giving written notice by June 1 of any year, which termination shall be effective the following January 1.

Dated this ____ day of December, 2013

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

Kelly Arnold, County Clerk

Jim Skelton, Chairman
5th District Representative

APPROVED AS TO FORM:

Rich Euson, County Counselor

ATTEST:

THE CITY OF WICHITA, KANSAS

Karen Sublett, City Clerk

Carl Brewer, Mayor

APPROVED AS TO FORM:

Gary Rebenstorf, City Attorney
and Director of Law

GREATER WICHITA ECONOMIC
DEVELOPMENT COALITION

Steve Sharp, Chairman

Wichita, Kansas
December 23, 2013
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry Wadle, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Eoghan Miller, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated December 16, 2013 were read and on motion approved.

Bids were opened December 6, and 20, 2013, pursuant to advertisements published on:

37th, Broadway to Hydraulic (37th, Broadway to Hydraulic) (87N-0567-01/472-84692/706992/620610/636268/208457/662024/772076) See Special Provisions. (District VI)

Cornejo and Sons LLC - \$5,243,700.90

2014 Utility Cut Repair of Streets, Driveways and Sidewalks (within City of Wichita city limits) 472-85141 (132035/620631/636246/133116)

Bids Rejected

The Purchasing Manager recommended that the contract be awarded/rejected as outlined above, subject to check, same being the lowest and best bid within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded/rejected as outlined above, subject to check, same being the lowest and best bid within the Engineer's construction estimate.

WICHITA TRANSIT DEPARTMENT: Wichita Transit Office Remodel.

Bids Rejected

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Martha Strayer, Administrative Assistant,
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

Wichita, Kansas
December 30, 2013
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Troy Tillotson, Budget Analyst, Budget Office, Hannah Lang, Buyer, representing Purchasing, Eoghan Miller, Management Fellow, representing the City Manager's Office, and Karen Sublett, City Clerk, present.

Minutes of the regular meeting dated December 23, 2013 were read and on motion approved.

Bids were opened December 27, 2013, pursuant to advertisements published on:

2013 SS Recon Phase 12, (north of Kellogg, east of Hydraulic) 468-84927 (620650)

Stannard Construction Company - \$135,250.00

The Purchasing Manager recommended that the contract be awarded as outlined above, subject to check, same being the lowest and best bid within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bid within the Engineer's construction estimate.

On motion the Board of Bids adjourned.

Martha Strayer, Administrative Assistant,
Department of Public Works

Karen Sublett, MMC
City Clerk

Wichita, Kansas
January 6, 2014
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry-Wadle, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Eoghan Miller, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated December 30, 2013 were read and on motion approved.

Bids were opened January 3, 2014, pursuant to advertisements published on:

2014 Utility Cut Repair of Streets, Driveways and Sidewalks; (within City of Wichita city limits) 472-85141(132035/620631/636246/133116)

Cornejo and Sons LLC - \$ 983,670.00

The Purchasing Manager recommended that the contract be awarded as outlined above, subject to check, same being the lowest and best bid within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bid within the Engineer's construction estimate.

On motion the Board of Bids adjourned.

Martha Strayer, Administrative Assistant,
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager

DATE: January 6, 2013

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER

December 20, 2013

37th, Broadway to Hydraulic – Public Works & Utilities Department/Engineering Division

Cornejo & Sons, LLC

\$5,243,700.90

2014 Utility Cut Repair of Streets, Driveways and Sidewalks (within City of Wichita city limits) – Public Works & Utilities Department/Engineering Division
(All Bids Rejected)

December 27, 2013

2013 SS Reconstruction Phase 12 (north of Kellogg, east of Hydraulic) – Public Works & Utilities Department/Engineering Division

Stannard Construction Company

\$135,250.00

January 3, 2014

2014 Utility Cut Repair of Streets, Driveways and Sidewalks (within City of Wichita city limits) – Public Works & Utilities Department/Engineering Division

Cornejo & Sons, LLC

\$983,670.00

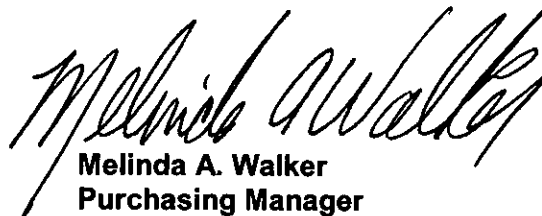
PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER

December 20, 2013

Wichita Transit Office Remodel – Wichita Transit Department

(All Bids Rejected)

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.



Melinda A. Walker
Purchasing Manager

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - December 6, 2013

RQ340886/RQ340888

FB#340232		Engineer's Construction Estimate	APAC - Kansas Inc	Cornejo & Sons LLC	Kansas Paving Company
37th, Broadway to Hydraulic		\$5,579,400.00		\$5,243,700.90	
(37th, Broadway to Hydraulic)	BID BOND			X	
	ADDENDA	0			
87N-0567-01/472-84692					
		Engineer's Construction Estimate	Dondlinger & Sons	Barkley Construction	
37th, Broadway to Hydraulic		\$5,579,400.00	\$5,741,026.64		
(37th, Broadway to Hydraulic)	BID BOND		X		
	ADDENDA	0			
87N-0567-01/472-84692					
		Engineer's Construction Estimate			
37th, Broadway to Hydraulic		\$5,579,400.00			
(37th, Broadway to Hydraulic)	BID BOND				
	ADDENDA	0			
87N-0567-01/472-84692					
		Engineer's Construction Estimate			
37th, Broadway to Hydraulic		\$5,579,400.00			
(37th, Broadway to Hydraulic)	BID BOND				
	ADDENDA	0			
87N-0567-01/472-84692					

CHECKED BY: KJ REVIEWED BY: KJ

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - December 20, 2013

RQ#341208

FB#340249		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Cornejo & Sons, LLC
2014 Utility Cut Repair of Streets, Driveways and Sidewalks					\$1,178,095.00
(within City of Wichita city limits)	BID BOND				X
	ADDENDA	1			X
472-85141 (132035/620631/636246/133116)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	
2014 Utility Cut Repair of Streets, Driveways and Sidewalks				\$1,216,270.00	
(within City of Wichita city limits)	BID BOND			X	
	ADDENDA	1		X	
472-85141 (132035/620631/636246/133116)					
		Engineer's Construction Estimate			
2014 Utility Cut Repair of Streets, Driveways and Sidewalks					
(within City of Wichita city limits)	BID BOND				
	ADDENDA	1			
472-85141 (132035/620631/636246/133116)					
		Engineer's Construction Estimate			
2014 Utility Cut Repair of Streets, Driveways and Sidewalks					
(within City of Wichita city limits)	BID BOND				
	ADDENDA	1			
472-85141 (132035/620631/636246/133116)					
REJECT BIDS					

CHECKED BY: *LD* REVIEWED BY: *ST*

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - December 27, 2013

RQ#341224

FB#340250		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Wildcat Construction
2013 SS Recon Phase 12		\$175,208.00	\$263,713.00	\$394,594.00	\$289,510.00
(north of Kellogg, east of Hydraulic)	BID BOND		X	X	X
468-84927	ADDENDA	0			
(620650)					
		Engineer's Construction Estimate	Stannard Construction Company	B-2 Excavating	Danco Enterprises
2013 SS Recon Phase 12		\$175,208.00	\$135,250.00	\$162,313.00	\$235,124.00
(north of Kellogg, east of Hydraulic)	BID BOND		X	X	X
468-84927	ADDENDA	0			
(620650)					
		Engineer's Construction Estimate	Forshee Plumbing		
2013 SS Recon Phase 12		\$175,208.00	\$175,165.00		
(north of Kellogg, east of Hydraulic)	BID BOND		X		
468-84927	ADDENDA	0			
(620650)					
		Engineer's Construction Estimate			
2013 SS Recon Phase 12		\$175,208.00			
(north of Kellogg, east of Hydraulic)	BID BOND				
468-84927	ADDENDA	0			
(620650)					

CHECKED BY: JDREVIEWED BY: PS

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - January 3, 2014

RQ#341208

FB#340249		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Cornejo & Sons, LLC
2014 Utility Cut Repair of Streets, Driveways and Sidewalks		\$1,114,100.00			\$983,670.00
(within City of Wichita city limits)	BID BOND				X
	ADDENDA	0			
472-85141 (132035/620631/636246/133116)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	
2014 Utility Cut Repair of Streets, Driveways and Sidewalks		\$1,114,100.00		\$1,024,120.00	
(within City of Wichita city limits)	BID BOND			X	
	ADDENDA	0			
472-85141 (132035/620631/636246/133116)					
		Engineer's Construction Estimate			
2014 Utility Cut Repair of Streets, Driveways and Sidewalks		\$1,114,100.00			
(within City of Wichita city limits)	BID BOND				
	ADDENDA	0			
472-85141 (132035/620631/636246/133116)					
		Engineer's Construction Estimate			
2014 Utility Cut Repair of Streets, Driveways and Sidewalks		\$1,114,100.00			
(within City of Wichita city limits)	BID BOND				
	ADDENDA	0			
472-85141 (132035/620631/636246/133116)					

CHECKED BY: REVIEWED BY: 

**Bid Results**

Profile Solicitations Document Inquiry Logout Help

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

**Solicitation: FB340246 Wichita Transit Office
Remodel**

Close Date/Time: 12/20/2013 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Wichita Transit

Responses: 5

Vendors	Complete	Bid Total	City Comments
<u>BAUER & SON CONSTRUCTION CO INC</u>	Complete	\$62,500.00	Reject All Bids 1/7/2014 Wichita Transit Department
<u>CARO CONSTRUCTION CO INC</u>	Complete	\$73,600.00	
<u>VAN ASDALE CONSTRUCTION LLC</u>	Complete	\$77,350.00	
<u>WALZ HARMAN HUFFMAN CONST., INC.</u>	Complete	\$81,150.00	
<u>SUTHERLAND BUILDERS INC</u>	Complete	\$112,250.00	

BIDS ARE NOT WITHIN THE ARCHITECTS EST

[Top of the Page](#)





Bid Results

[Profile](#) [Solicitations](#) [Document Inquiry](#) [Logout](#) [Help](#)

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: FB340246 **Wichita Transit Office Remodel**

Close Date/Time: 12/20/2013 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Wichita Transit

Responses: 5

Go to: 001

Line 001 Base Bid: Labor, Material, and Equipment for Wichita Transit Office Remodel at 777 E Waterman as per Drawings and Specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
BAUER & SON CONSTRUCTION CO INC	1	Lump Sum	\$66,600.0000	\$66,600.00	Complete	
CARO CONSTRUCTION CO INC	1	Lump Sum	\$79,000.0000	\$79,000.00	Complete	
WALZ HARMAN HUFFMAN CONST., INC.	1	Lump Sum	\$84,950.0000	\$84,950.00	Complete	
VAN ASDALE CONSTRUCTION LLC	1	Lump Sum	\$85,500.0000	\$85,500.00	Complete	
SUTHERLAND BUILDERS INC	1	Lump Sum	\$115,750.0000	\$115,750.00	Complete	

Line 002 Alternate No 1: Conference Room Doors. Base Bid provides a new single door at the southwest corner of the room and infills the adjacent existing pair of doors as indicated on Sheet A1. This alternate deletes the requirement for a new door and leaves the existing pair of doors in place. Deduct Amount. [Top of the Page](#)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN ASDALE CONSTRUCTION LLC	1	Lump Sum	(\$3,500.0000)	(\$3,500.00)	Complete	
CARO CONSTRUCTION CO INC	1	Lump Sum	(\$3,000.0000)	(\$3,000.00)	Complete	
BAUER & SON CONSTRUCTION CO INC	1	Lump Sum	(\$2,200.0000)	(\$2,200.00)	Complete	
WALZ HARMAN HUFFMAN CONST., INC.	1	Lump Sum	(\$2,000.0000)	(\$2,000.00)	Complete	
SUTHERLAND BUILDERS INC	1	Lump Sum	(\$1,500.0000)	(\$1,500.00)	Complete	

Line 003 Alternate No. 2: Office 107 Door. Base Bid removes a portion of the existing office and provides a new wall and a new door with sidelight as indicated on Sheet A1. This alternate also removes a portion of the existing office and provides a new wall. In this alternate the existing office door is to remain and there is no door sidelight. Deduct Amount. [Top of the Page](#)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN ASDALE CONSTRUCTION LLC	1	Lump Sum	(\$4,650.0000)	(\$4,650.00)	Complete	
CARO CONSTRUCTION CO INC	1	Lump Sum	(\$2,400.0000)	(\$2,400.00)	Complete	
SUTHERLAND BUILDERS INC	1	Lump Sum	(\$2,000.0000)	(\$2,000.00)	Complete	
BAUER & SON CONSTRUCTION		Lump				

CO INC	1	Sum	(\$1,900.0000)	(\$1,900.00)	Complete
WALZ HARMAN HUFFMAN CONST., INC.	1	Lump Sum	(\$1,800.0000)	(\$1,800.00)	Complete

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**PRELIMINARY ESTIMATES
FOR CITY COUNCIL JANUARY 14, 2014**

- a. 37th, Broadway to Hydraulic (37th, Broadway to Hydraulic) (87N-0567-01/472-84692/706992/620610/636268/208457/662024/772076) See Special Provisions. (District VI) - \$6,684,000.00
- b. 2013 Sanitary Sewer Reconstruction Phase 12 (north of Kellogg, east of Hydraulic) (468-84927/620650/663025) Traffic to be maintained during construction using flagpersons and barricades. (District I,II) - \$199,000.00
- c. 2014 Utility Cut Repair of Streets, Driveways and Sidewalks (within City of Wichita city limits) (472-85141/132035/620631/636246/133116/132035/663006/771633/133116) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,V,VI) - \$1,114,800.00

PRELIMINARY ESTIMATE of the cost of:
37th, Broadway to Hydraulic

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

Lump Sum Items - Paving (706992)

1 Mobilization	1	LS
2 Mobilization (DBE)	1	LS
3 Field Office & Laboratory (Type A)	1	ea
4 Site Clearing	1	LS
5 Site Restoration	1	LS
6 Removal of Existing Structures	1	LS
7 Transportation of Salvageable Materials	1	LS
8 Concrete &/or Asphalt Pavement Removed	22,891	sy
9 Excavation	24,056	cy
10 Excavation, Borrow (Contractor Furnished)	68	cy
11 Fill, Compacted (95% Density)	10,622	cy
12 Concrete Pavement (VG) 9" (Reinf)	1,212	sy
13 Concrete Pavement 9" (Uniform)	2,571	sy
14 Concrete Pavement 9" (NRDJ)	21,363	sy
15 Concrete Railroad Approach (9") (Reinf)	231	sy
16 Concrete Pavement 4" (Median) (w/ 4" Crushed Rock Base)	128	sy
17 Concrete Ramp Nose Section (Median)	4	ea
18 AC Pavement 7" (5" Bit Base) (BM-2)	1,123	sy
19 2" AC Pavement Mill & Overlay (BM-2, PG 70-28)	1,337	sy
20 Crushed Rock Base 6", Reinforced	29,614	sy
21 Crushed Rock Base 8", Reinforced	1,265	sy
22 Concrete C&G, Comb Type I (6" & 1-1/2")	9,978	lf
23 Concrete C&G, Comb Type III (8" & 1-1/2")	283	lf
24 Concrete Curb, Mono Edge (6" & 1-1/2")	650	lf
25 Concrete Safety Barrier	480	lf

Lump Sum Bid Items - Drainage (706992)

26 Inlet, Curb (Type 1) (L=5' W=3')	17	ea
27 Inlet, Curb (Type 1) (L=5' W=5')	1	ea
28 Inlet, Curb (Type 1) (L=10' W=3')	19	ea
29 Inlet, Curb (Type 1) (L=10' W=4')	1	ea
30 Inlet, Curb (Type 1) (L=10' W=5')	3	ea
31 Inlet, Curb (Type 1) (L=15' W=3')	8	ea
32 Inlet, Curb (Type 1) (L=15' W=4')	3	ea
33 Inlet, Curb (Type 1) (L=15' W=5')	1	ea
34 Inlet Hookup	53	ea
35 MH, Reinforced Concrete (4' x 4')	1	ea
36 MH, Reinforced Concrete (6'-6" x 4')	1	ea
37 MH (Over RCB)	17	ea
38 Concrete Ditch Lining (5") (Reinf.)	1,704	sy
39 Concrete Ditch Lining Backslope (5") (Reinf.)	14	sy
40 Slope Drain	28	lf
41 Pipe, PVC 4", Perforated (Inlet Underdrain)	583	lf
42 Pipe, Cross Road Ext. 18" (RCP) (Channel "A" Sta. 98+74)	7	lf
43 Pipe, Cross Road 42" x 27" (RCPHE) (Sta. 144+94)	81	lf
44 Pipe, Cross Road 38" x 24" (RCPHE) (Sta. 147+76)	79	lf
45 Pipe, SWS 4' x 3' (RCB)	407	lf
46 Pipe, SWS 5' x 3' (RCB)	103	lf
47 Pipe, SWS 6' x 3' (RCB)	73	lf
48 Pipe, SWS 7' x 3' (RCB)	460	lf
49 Pipe, SWS 8' x 3' (RCB)	736	lf
50 Pipe, SWS 9' x 3' (RCB) w/ wingwalls one end only	421	lf
51 Pipe, SWS 12"	6	lf
52 Pipe, SWS 15"	253	lf
53 Pipe, SWS 15" (RCP)	1,234	lf
54 Pipe, SWS 18"	47	lf
55 Pipe, SWS 18" (RCP)	384	lf
56 Pipe, SWS 24"	18	lf
57 Pipe, SWS 24" (RCP)	30	lf
58 Pipe, SWS 30"	45	lf
59 Pipe, SWS 30" (RCP)	308	lf
60 Pipe, SWS 42" x 27" (RCPHE)	647	lf
61 Pipe, SWS 12" End Section	1	ea

62	Pipe, SWS 15" End Section	1	ea
63	Pipe, SWS 15" End Section (RCP)	1	ea
64	Pipe, SWS 18" End Section	1	ea
65	Pipe, SWS 18" End Section (RCP)	1	ea
66	Pipe, SWS 18" End Section (RCP) Removed & Reset	2	ea
67	Pipe, SWS 24" End Section	1	ea
68	Pipe, SWS 42" x 27" End Section (RCPHE)	2	ea
69	Pipe, SWS 36" x 24" End Section (RCPHE)	2	ea
70	Pipe, RCBC (8' x 3') w/ Wingwalls (Sta. 128+45)	72	lf
71	Handrail (Steel), Pedestrian (3'-6") (Sta. 128+45)	53	lf
72	Pipe, RCBC (2-6' x 3') w/ Wingwalls (Sta. 153+46)	108	lf
73	Handrail (Steel), Pedestrian (3'-6") (Sta. 153+46)	73	lf
74	Pipe, RCBC (6' x 3') w/ Wingwalls (Channel "A")	88	lf
75	Handrail (Steel), Pedestrian (3'-6") (SWS Sta. 100+00)	37	lf
76	Fill, Sand (Flushed & Vibrated)	5,256	lf
77	MH Adjusted, SWS	1	ea
Lump Sum Bid Items - Traffic (706992)			
78	Signing, except Street Name Signs	1	LS
79	Signing, Street Name Signs Only (Non-Part)	1	LS
80	Pavement Marking	1	LS
81	Traffic Signalization (37th & Broadway)	1	LS
82	Traffic Signal Conduit (3" RGC) (37th & Hydraulic)	378	lf
83	Traffic Signal Service Boxes (37th & Hydraulic)	4	ea
84	Traffic Control	1	LS
85	T-Works Sign Assembly	2	ea
Lump Sum Bid Items - Landscaping (706992)			
86	Brick Pavers (Concrete), Crosswalk	265	sy
87	Seeding	1	LS
88	Sodding, Fescue	1	LS
89	Sodding, Bermuda	1	LS
Measured Qty Bid Items - Paving (706992)			
90	Concrete Driveway 9" (Reinforced)	21,448	sf
91	Surfacing Material 2" (SA-1) (Driveway)	1,150	sf
92	AC Pmnt 6" (4" Bit Base), temp for Widening (w/ Crushed Rock Base)	3,600	sy
93	AC Pmnt 6", Temp for Patching	249	sy
94	Small Tree Removal	16	ea
95	Large Tree Removal	15	ea
96	Sign, Electronic Portable Message	100	day
Measured Qty Bid Items - Erosion Control BMP (706992)			
97	BMP, Curb Inlet Protection	53	ea
98	BMP, Silt Fence	7,800	lf
99	BMP, Back of Curb Protection	9,480	lf
100	BMP, Erosion Control Mat	8,585	sy
101	BMP, Construction Entrance	2	ea
Sanitary Sewer (Non-Participating)			
Measured Qty Bid Items (620610)			
102	AC Driveway Replacement (Temporary)	33	lf
103	AC Pavement Removed	144	lf
104	Gravel Shoulder, Removed & Replaced	10	lf
105	MH, Outside Drop SS (4')	1	lf
106	MH, Standard SS (4') w/Eccentric Cone	1	lf
107	Air Testing, SS Pipe	409	lf
108	Site Clearing	1	LS
109	Site Restoration	1	LS
110	Fill, Flowable	295	lf
111	Fill, Sand (Flushed & Vibrated)	129	lf
112	AC Driveway Removed	33	lf
113	AC Pavement Replaced (Temporary)	144	lf
114	Gravel Drive Removed & Replaced	31	lf
115	Concrete Encasement 8", Reinforced	23	lf
116	Pipe Removed	410	lf
117	Pipe, SS 8"	410	lf
118	MH Removed	8	ea
119	MH Adjusted w/New Ring & Cover	2	ea
120	MH, Joint Wrap	101	lf
121	MH, Standard SS (4')	3	ea
122	MH, Standard SS (5')	1	ea
Water Improvements (Non-Participating)			
Measured Qty Bid Items (636268)			
123	Pipe, DI CL 12"	144	lf
124	Pipe, DI CL 6"	21	lf
125	Pipe, DI CL 8"	66	lf

126	AC Pavement Removed	230	lf
127	Valve and Valve Box Removed	4	ea
128	Valve and Valve Box Relocate	1	ea
129	Pipe, RJ DI CL 12"	153	lf
130	Valve Assembly, 2"	1	ea
131	Site Clearing	1	LS
132	Site Restoration	1	LS
133	AC Pavement Replaced (Temporary)	230	lf
134	Pipe, Cut and Cap	29	ea
135	Pipe, WL 2"	13	lf
136	Pipe, WL 8"	164	lf
137	Pipe, WL 12"	704	lf
138	Fire Hydrant Assembly	1	ea
139	Fire Hydrant	3	ea
140	Fire Hydrant Adjustment	8	ea
141	Fire Hydrant Removal	4	ea
142	Service Reconnection, Water	1	ea
143	Service Line, Long 1"	5	ea
144	Service Line, Long 2"	1	ea
145	Service Line, Short 1"	1	ea
146	Valve Box Adjusted	35	ea
147	Valve Box Removed	4	ea
148	Valve Assembly, 8"	1	ea
149	Valve Assembly, Anchored 8"	1	ea
150	Water Meter Adjusted	11	ea
151	Water Meter Removed	2	ea

Measured Quantity Bid Items - Paving (706992)			
152	Rip-Rap, Light Stone	50	sy
Water Improvements (Non-Participating)			
Measured Qty Bid Items (636268)			
153	Valve Assembly, Anchored 12", Special	2	ea

KDOT Participating Items
 KDOT Non-Participating Items
Construction Subtotal

Design Fee (706992)
 Engineering & Inspection (706992)
 Engineering & Inspection (620610)
 Engineering & Inspection (636268)
 Administration (706992)
 Administration (620610)
 Administration (636268)
 Publication (706992)
 Right-of-Way (706992)
 Water Taps (636268)
 Railroad Agreement (706992)

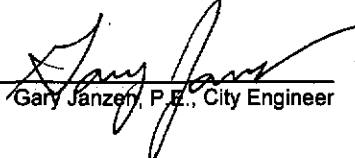
Total Estimated Cost

\$6,684,000.00

CITY OF WICHITA)
 STATE OF KANSAS) SS

\$2,863,955 GO/\$3,406,045 FED/\$169,000 WU/\$241,000 SU

I do solemnly swear that the above amount is correct, reasonable and just.


 Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____ (DATE)

City Clerk

208457/662024/772076 (706992/620610/636268) 87N-0567-01/472-84692

Page _____

EXHIBIT

To be Bid: December 27, 2013

PRELIMINARY ESTIMATE of the cost of:
2013 Sanitary Sewer Reconstruction Phase 12
(north of Kellogg, east of Hydraulic)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS		
1	Pipe, SS 8"	1,191 lf
2	Pipe Removed (8")	1,191 lf
3	Concrete Encasement Removed	142 lf
4	Concrete Encasement 8", Reinf.	57 lf
5	Concrete Encasement 8", Reinf, w/ Cut-Off Wall	85 lf
6	MH Frame & Cover, Replaced	7 ea
7	MH Bench & Invert, Rem & Replaced	5 ea
8	Concrete Sidewalk Rem & Replaced	4 lf
9	Site Clearing	1 LS
10	Site Restoration	1 LS
MEASURED QUANTITY BID ITEMS		
11	Service Reconnection, Sewer (4")	34 ea
12	Service Reconnection, Sewer (6")	1 ea
13	Rip Rap, Light Stone	50 sy
14	BMP, Back of Curb Protection	40 lf
15	BMP, Erosion Control Mat	110 sy
16	BMP, Silt Fence	80 lf

Construction Subtotal

Engineering & Inspection
Administration
Publication

Total Estimated Cost

\$199,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

663025 (620650) 468-84927
Page _____

EXHIBIT

To be Bid: January 3, 2014

PRELIMINARY ESTIMATE of the cost of:2014 Utility Cut Repair of Streets, Driveways and Sidewalks
(within City of Wichita city limits)All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

MEASURED QUANTITY BID ITEMS (132035)		
1	6" "0" Slump Conc. Base	75 sy
2	8" "0" Slump Conc. Base	450 sy
3	10" "0" Slump Conc. Base	100 sy
4	6" (High Early Strength) Reinf Conc. Pvmt or Base	250 sy
5	8" (High Early Strength) Reinf Conc. Pvmt or Base	3,750 sy
6	10" (High Early Strength) Reinf Conc. Pvmt or Base	200 sy
7	6" Reinf Conc. Pvmt (Superplasticizer High Early Strength)	50 sy
8	8" Reinf Conc. Pvmt (Superplasticizer High Early Strength)	750 sy
9	10" Reinf Conc. Pvmt (Superplasticizer High Early Strength)	200 sy
10	Asph. Conc. (SC-1) (PG64-22) for Surface Course	600 tn
11	Brick (Clay) Surface Reconstr.	250 sy
12	Cold Mix Asph. Conc. for Temp Patch	10 tn
13	4" Sidewalk Conc. Pvmt	11,500 sf
14	6" Driveway Conc. Pvmt	10,000 sf
15	8" Reinf. Driveway Conc. Pvmt	5,000 sf
16	WCR Const. w/Det. Warn.	50 ea
17	Colored Conc. Pvmt (8" Min.)	50 sy
18	4" Colored Conc. Sidewalk	50 sf
19	Brick Pavers (Concrete) Reconstr.	50 sy
20	Granite Pavers Reconstr.	20 sy
21	Comb. Curb & Gutter Repair	800 lf
22	Mono Edge Curb Repair	500 lf
23	Compacted Soil Fill (95% Std Density)(Contr. Furnished)	20 tn
24	Compacted Asph. Millings Fill (95% Std Density)(Contr. Furnished)	100 tn
25	Compacted Crushed Conc. Fill (95% Std Density)(Contr. Furnished)	100 tn
26	Utility Test Hole Repair	200 ea
27	Protective Steel Plating	50 sy
28	Exploratory Excavation	5 ea
29	Flowable Fill	50 cy
30	Fescue Sod	50 sy
31	Bermuda Sod	50 sy
32	Zoysia Sod	50 sy
33	Electronic Message Board	10 day
34	Curb Drain (6")	5 ea
35	Curb Drain (8")	5 ea
36	Concr Removal, backfill & seed	100 sy
MEASURED QUANTITY BID ITEMS (620631)		
37	SS MH Adj w/new Ring & Lid	2 ea
38	SS MH Adj using existing Ring & Lid	2 ea
MEASURED QUANTITY BID ITEMS (636246)		
39	Ring & Lid for Water Meter Vaults	5 ea
40	Valve Box Ring & Lid replacement	4 ea
MEASURED QUANTITY BID ITEMS (133116)		
41	SWS MH Adj w/new Ring & Lid	1 ea
42	SWS MH Adj using existing Ring & Lid	1 ea

Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication
Water Dept
Contingency

Total Estimated Cost

\$1,114,800.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


 Gary Janzen, P.E., City Engineer

 Sworn to and subscribed before me this _____
 (DATE)

City Clerk

(132035/620631/636246/133116) 472-85141

Page _____

EXHIBIT _____

City of Wichita
City Council Meeting
January 7, 2014

TO: Mayor and City Council

SUBJECT: Liberty Park Third Addition – Petitions for Improvements (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the new and revised petitions, and adopt the new and amending resolutions.

Background: On August 3, 2004, the City Council approved petitions for water, sewer, and paving improvements to serve Liberty Park Third Addition. The developer has submitted revised and new petitions which split the development into two phases. The signatures on the petitions represent 100% of the improvement district. The petitions are valid per Kansas Statute.

Analysis: The projects will provide water, sewer, and paving improvements to serve a new residential development located south of 13th Street North, east of 135th Street West.

Financial Considerations: The original petitions totaled \$668,000, with \$91,000 for the water, \$119,000 for the sewer, and \$458,000 for the paving. The revised and new petition totals for each phase of improvements are \$48,000 and \$65,000 for the water, \$46,000 and \$99,000 for the sewer, and \$297,000 and \$259,000 for the paving. The funding source for all of the projects is special assessments.

Legal Considerations: The Law Department has reviewed and approved the petitions and resolutions as to form.

Recommendations/Actions: It is recommended that the City Council approve the petitions, adopt the new and amending resolutions, and authorize the necessary signatures.

Attachments: Map, budget sheets, petitions, and resolutions.

First Published in the Wichita Eagle on January 10, 2014

RESOLUTION NO. 14-001

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **LOST CREEK** FROM THE EAST LINE OF LOT 21, BLOCK A EAST TO THE WEST LINE OF LIBERTY, ON **LIBERTY** AND **LIBERTY CIRCLE** FROM THE SOUTH LINE OF THE PLAT NORTH TO AND INCLUDING THE CUL-DE-SAC, AND ON **HARVEST LANE** FROM THE EAST LINE OF LIBERTY, EAST TO THE EAST LINE OF THE PLAT (SOUTH OF 13TH ST. NORTH, EAST OF 135TH ST. WEST) 472-85140 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **LOST CREEK** FROM THE EAST LINE OF LOT 21, BLOCK A EAST TO THE WEST LINE OF LIBERTY, ON **LIBERTY** AND **LIBERTY CIRCLE** FROM THE SOUTH LINE OF THE PLAT NORTH TO AND INCLUDING THE CUL-DE-SAC, AND ON **HARVEST LANE** FROM THE EAST LINE OF LIBERTY, EAST TO THE EAST LINE OF THE PLAT (SOUTH OF 13TH ST. NORTH, EAST OF 135TH ST. WEST) 472-85140 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to pave **Lost Creek** from the east line of Lot 21, Block A east to the west line of Liberty, on **Liberty** and **Liberty Circle** from the south line of the plat north to and including the cul-de-sac, and on **Harvest Lane** from the east line of Liberty, east to the east line of the plat (south of 13th St. North, east of 135th St. West) 472-85140.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Two Hundred Fifty-Nine Thousand Dollars (\$259,000)** exclusive of the cost of interest on borrowed money, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **December 1, 2013**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

LIBERTY PARK 3RD

Lots 22 through 30, Block A

Lots 1 through 3, Block B

Lots 38 through 52, Block C

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 22 through 30, Block A, Lots 1 through 3, Block B, and Lots 38 through 52, Block C, LIBERTY PARK 3RD shall each pay 1/27 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 7th day of
February, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

First Published in the Wichita Eagle on January 10, 2014

RESOLUTION NO. 14-002

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90622 (SOUTH OF 13TH ST. NORTH, EAST OF 135TH ST. WEST)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **WATER DISTRIBUTION SYSTEM NUMBER 448-90622 (SOUTH OF 13TH ST. NORTH, EAST OF 135TH ST. WEST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90622 (south of 13th St. North, east of 135th St. West)**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Sixty-Five Thousand Dollars (\$65,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **December 1, 2013**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

LIBERTY PARK 3RD

Lots 22 through 30, Block A

Lots 1 through 3, Block B

Lots 38 through 52, Block C

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 22 through 30, Block A, and Lots 1 through 3, Block B, and Lots 38 through 52, Block C LIBERTY PARK 3RD, shall each pay 1/27 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 7th day of January, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF,
DIRECTOR OF LAW

First Published in the Wichita Eagle on January 10, 2014

RESOLUTION NO. 14-003

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 11, MAIN 5, NORTHWEST INTERCEPTOR SEWER (SOUTH OF 13TH ST. NORTH, EAST OF 135TH ST. WEST) 468-84926** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 11, MAIN 5, NORTHWEST INTERCEPTOR SEWER (SOUTH OF 13TH ST. NORTH, EAST OF 135TH ST. WEST) 468-84926** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 11, Main 5, Northwest Interceptor Sewer (south of 13th St. North, east of 135th St. West) 468-84926**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Ninety-Nine Thousand Dollars (\$99,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **December 1, 2013**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

LIBERTY PARK 3RD

Lots 22 through 30, Block A

Lots 2 and 3, Block B

Lots 47 through 52, Block C

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and or value: Lots 22 through 30, Block A, Lots 2 and 3, Block B, and Lots 47 through 52, Block C, **LIBERTY PARK 3RD** shall each pay 1/17 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication. PASSED by the governing body of the City of Wichita, Kansas, this 7th day of January, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

First Published in the Wichita Eagle on January 10, 2014

RESOLUTION NO. 14-004

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-89987 (SOUTH OF 13TH ST. NORTH, EAST OF 135TH ST. WEST)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **WATER DISTRIBUTION SYSTEM NUMBER 448-89987 (SOUTH OF 13TH ST. NORTH, EAST OF 135TH ST. WEST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **04-395** adopted on **August 3, 2004** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Water Distribution System Number 448-89987 (south of 13th St. North, east of 135th St. West)**.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Forty-Eight Thousand Dollars (\$48,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **December 1, 2013**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

LIBERTY PARK 3RD

Lots 9 through 21, Block A

Lots 28 through 37, Block C

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 9 through 21, Block A, and Lots 28 through 37, Block C, LIBERTY PARK 3RD, shall each pay 1/23 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 7th day of January, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF,
DIRECTOR OF LAW

First Published in the Wichita Eagle on January 10, 2014

RESOLUTION NO. 14-005

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **FORESTVIEW** FROM THE SOUTH LINE OF LOT 27, BLOCK C, SOUTH TO THE NORTH LINE OF LOST CREEK, AND ON **LOST CREEK** FROM THE WEST LINE OF FORESTVIEW, EAST TO THE EAST LINE OF LOT 21, BLOCK A (SOUTH OF 13TH ST. NORTH, EAST OF 135TH ST. WEST) 472-84069 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **FORESTVIEW** FROM THE SOUTH LINE OF LOT 27, BLOCK C, SOUTH TO THE NORTH LINE OF LOST CREEK, AND ON **LOST CREEK** FROM THE WEST LINE OF FORESTVIEW, EAST TO THE EAST LINE OF LOT 21, BLOCK A (SOUTH OF 13TH ST. NORTH, EAST OF 135TH ST. WEST) 472-84069 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1: That Resolution No. 04-401 adopted on August 3, 2004 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to pave **Forestview** from the south line of Lot 27, Block C, south to the north line of Lost Creek, and on **Lost Creek** from the west line of Forestview, east to the east line of Lot 21, Block A (south of 13th St. North, east of 135th St. West) 472-84069.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Two Hundred Ninety-Seven Thousand Dollars (\$297,000)** exclusive of the cost of interest on borrowed money, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **December 1, 2013**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement

district described as follows:

LIBERTY PARK 3RD

Lots 9 through 30, Block A

Lots 1 through 3, Block B

Lots 28 through 52, Block C

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 28 through 30, Block C shall each pay 441/10,000 of the total cost of the improvements; Lots 9 through 14, Block A shall each pay 440/10,000 of the total cost of the improvements; Lots 35 through 37, Block C shall each pay 412/10,000 of the total cost of the improvements; Lots 15 through 18, Block A shall each pay 400/10,000 of the total cost of the improvements; Lots 31 through 34, Block C shall each pay 310/10,000 of the total cost of the improvements; Lots 19 and 21, Block A shall each pay 290/10,000 of the total cost of the improvements; Lot 20, Block A shall pay 250/10,000 of the total cost of the improvements; Lots 38 through 46, Block C shall each pay 95/10,000 of the total cost of the improvements; Lot 1, Block B shall pay 70/10,000 of the total cost of the improvements; Lots 22 through 29, Block A shall each pay 15/10,000 of the total cost of the improvements; Lot 52, Block C shall pay 15/10,000 of the total cost of the improvements; Lot 30, Block A shall pay 12/10,000 of the total cost of the improvements; Lots 47 through 48, Block C shall each pay 11/10,000 of the total cost of the improvements; Lot 49, Block C shall pay 10/10,000 of the total cost of the improvements; Lot 2, Block B, and Lot 50, Block C shall each pay 9/10,000 of the total cost of the improvements; Lot 3, Block B shall pay 5/10,000 of the total cost of the improvements; and Lot 51, Block C shall pay 4/10,000 of the total cost of the improvements; all lots being in LIBERTY PARK 3RD.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 7th day of
January, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

First Published in the Wichita Eagle on January 10, 2014

RESOLUTION NO. 14-006

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 15, NORTHWEST INTERCEPTOR SEWER (SOUTH OF 13TH ST. NORTH, EAST OF 135TH ST. WEST) 468-83853** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 15, NORTHWEST INTERCEPTOR SEWER (SOUTH OF 13TH ST. NORTH, EAST OF 135TH ST. WEST) 468-83853** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 04-397** adopted on **August 3, 2004** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Lateral 15, Northwest Interceptor Sewer (south of 13th St. North, east of 135th St. West) 468-83853**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Forty-Six Thousand Dollars (\$46,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **December 1, 2013**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

LIBERTY PARK 3RD

Lots 19 through 21, Block A

Lots 31 through 34, Block C

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and or value: Lots 19 through 21, Block A, and Lots 31 through 34, Block C, LIBERTY 3RD ADDITION shall each pay 1/7 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 7th day of January, 2014.

CARL BREWER, MAYOR

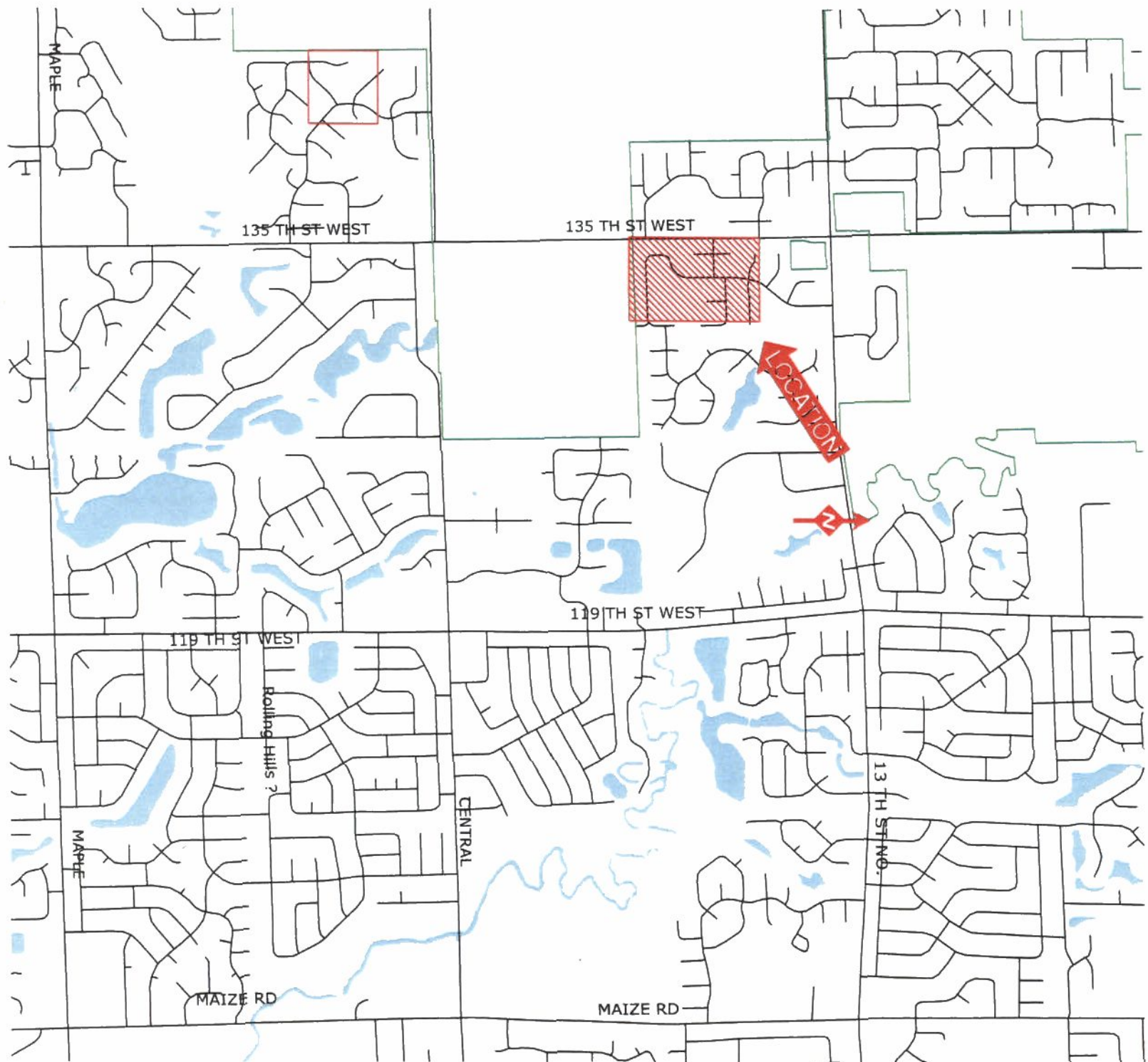
ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW



Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 13-

FUND: 400 Street Improvements

SUBFUND: 490 Paving N.I.

ENGINEERING REFERENCE #: 472-85140

COUNCIL DISTRICT: 05 Council District 5

DATE COUNCIL APPROVED: Jan 7, 2014

REQUEST DATE:

PROJECT #:

PROJECT TITLE: Lost Creek - Liberty Park 3rd Addition

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Lost Creek - Liberty Park 3rd Addition

OCA #:

OCA TITLE: Lost Creek - Liberty Park 3rd Addition

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

☒ NEW BUDGET

☐ REVISED BUDGET

REVENUE

Object Level 3	Budget
9730 S.A. Bonds	\$259,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$259,000.00

EXPENSE

Object Level 3	Budget
2999 Contractuals	\$259,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

EXPENSE TOTAL: \$259,000.00

NOTES: Hold for LOC

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: _____

DATE: _____

DEPARTMENT HEAD: _____

DATE: _____

BUDGET OFFICER: _____

DATE: _____

CITY MANAGER: _____

DATE: _____

Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 13-

ENGINEERING REFERENCE #: 448-90622

FUND: 470 Water Improvements N.I.

COUNCIL DISTRICT: 05 Council District 5

DATE COUNCIL APPROVED: Jan 7, 2014

REQUEST DATE: _____

PROJECT # : _____

PROJECT TITLE: WDS Ph 2C - Liberty Park 3rd Addition

PROJECT DETAIL # : 01

PROJECT DETAIL DESCRIPTION: WDS Ph 2C - Liberty Park 3rd Addition

OCA # : _____

OCA TITLE: WDS Ph 2C - Liberty Park 3rd Addition

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

☒ NEW BUDGET

☐ REVISED BUDGET

REVENUE

Object Level 3	Budget
9730 S.A. Bonds	\$65,000.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00

REVENUE TOTAL: \$65,000.00

EXPENSE

Object Level 3	Budget
2999 Contractuals	\$65,000.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00

EXPENSE TOTAL: \$65,000.00

NOTES:

Hold for LOC.

SIGNATURES REQUIRED

[Print Form](#)

DIVISION HEAD: _____

DATE: _____

DEPARTMENT HEAD: _____

DATE: _____

BUDGET OFFICER: _____

DATE: _____

CITY MANAGER: _____

DATE: _____

Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 13-

FUND: 480 Sewer Improvements N.I.

SUBFUND: 480 Sanitary Sewers N.I.

ENGINEERING REFERENCE #: 468-84926

COUNCIL DISTRICT: 05 Council District 5

DATE COUNCIL APPROVED: Jan 7, 2014

REQUEST DATE:

PROJECT #:

PROJECT TITLE: Lat 11, M 5, NWI - Liberty Park 3rd Addition.

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Lat 11, M 5, NWI - Liberty Park 3rd Addition

OCA #:

OCA TITLE: Lat 11, M 5, NWI - Liberty Park 3rd Addition

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman.

PHONE #: 268-4236

☒ NEW BUDGET

☐ REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget
9730 S.A. Bonds	\$99,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

Object Level 3	Budget
2999 Contractuals	\$99,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$99,000.00

EXPENSE TOTAL: \$99,000.00

NOTES: Hold for LOC

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: _____

DATE: _____

DEPARTMENT HEAD: _____

DATE: _____

BUDGET OFFICER: _____

DATE: _____

CITY MANAGER: _____

DATE: _____

Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 13-

ENGINEERING REFERENCE #: 448-89987

FUND: 470 Water Improvements N.I.

COUNCIL DISTRICT: 05 Council District 5

DATE COUNCIL APPROVED: Jan 7, 2014

REQUEST DATE:

PROJECT #:

PROJECT TITLE: WDS Ph 2B - Liberty Park 3rd Addition

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: WDS Ph 2B - Liberty Park 3rd Addition

OCA #:

OCA TITLE: WDS Ph 2B - Liberty Park 3rd Addition

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

☒ NEW BUDGET

☐ REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget
9730 S.A. Bonds	\$48,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

Object Level 3	Budget
2999 Contractuals	\$48,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$48,000.00

EXPENSE TOTAL: \$48,000.00

NOTES: Hold for LOC

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: _____

DATE: _____

DEPARTMENT HEAD: _____

DATE: _____

BUDGET OFFICER: _____

DATE: _____

CITY MANAGER: _____

DATE: _____

Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 13-

FUND: 400 Street Improvements

SUBFUND: 490 Paving N.I.

ENGINEERING REFERENCE #: 472-84069

COUNCIL DISTRICT: 05 Council District 5

DATE COUNCIL APPROVED: Jan 7, 2014

REQUEST DATE: _____

PROJECT # : _____

PROJECT TITLE: Forestview - Liberty Park 3rd Addition

PROJECT DETAIL # : 01

PROJECT DETAIL DESCRIPTION: Forestview - Liberty Park 3rd Addition

OCA # : _____

OCA TITLE: Forestview - Liberty Park 3rd Addition

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

☒ NEW BUDGET

☐ REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget
9730 S.A. Bonds	\$297,000.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00

Object Level 3	Budget
2999 Contractuals	\$297,000.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00

REVENUE TOTAL: \$297,000.00

EXPENSE TOTAL: \$297,000.00

NOTES:

Hold for LOC

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: _____

DATE: _____

DEPARTMENT HEAD: _____

DATE: _____

BUDGET OFFICER: _____

DATE: _____

CITY MANAGER: _____

DATE: _____

Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 13-

FUND: 480 Sewer Improvements N.I.

SUBFUND: 480 Sanitary Sewers N.I.

ENGINEERING REFERENCE #: 468-83853

COUNCIL DISTRICT: 05 Council District 5

DATE COUNCIL APPROVED: Jan 7, 2014

REQUEST DATE: _____

PROJECT #: _____

PROJECT TITLE: Lat 15, NWI - Liberty Park 3rd Addition

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Lat 15, NWI - Liberty Park 3rd Addition

OCA #: _____

OCA TITLE: Lat 15, NWI - Liberty Park 3rd Addition

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

☒ NEW BUDGET

☐ REVISED BUDGET

REVENUE

Object Level 3	Budget
9730 S.A. Bonds	\$46,000.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00

REVENUE TOTAL: \$46,000.00

EXPENSE

Object Level 3	Budget
2999 Contractuals	\$46,000.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00

EXPENSE TOTAL: \$46,000.00

NOTES:

Hold for LOC

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: _____

DATE: _____

DEPARTMENT HEAD: _____

DATE: _____

BUDGET OFFICER: _____

DATE: _____

CITY MANAGER: _____

DATE: _____

RECEIVED
JUN 02 '13
CITY CLERK OFFICE

PAVING PETITION
PHASE 2C

~~REVISED~~

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

2. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

472 - 85140

LIBERTY PARK 3RD
Lots 22 through 30, Block A
Lots 1 through 3, Block B
Lots 38 through 52, Block C

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

- (a) That there be constructed pavement on Lost Creek from the east line of Lot 21, Block A east to the west line of Liberty, on Liberty and Liberty Cir. from the south line of the plat north to and including the cul-de-sac, and on Harvest Lane from the east line of Liberty, east to the east line of the plat.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

That sidewalk be constructed on one side of Lost Creek, Liberty and Harvest Lane according to plans and specifications to be furnished by the City Engineer.

- (b) That the estimated and probable cost of the foregoing improvement being Two Hundred Fifty-Nine Thousand Dollars (\$259,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after December 1, 2013.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 22 through 30, Block A, Lots 1 through 3, Block B, and Lots 38 through 52, Block C, LIBERTY PARK 3RD, shall each pay 1/27 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by

either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

<u>LEGAL DESCRIPTION</u>	<u>SIGNATURE</u>	<u>DATE</u>
--------------------------	------------------	-------------

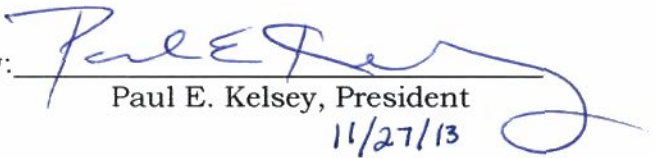
LIBERTY PARK 3RD

Lots 22 through 30, Block A

Lots 1 through 3, Block B

Lots 38 through 52, Block C

Kick'N Development Corp.

By: 
Paul E. Kelsey, President
11/27/13

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.

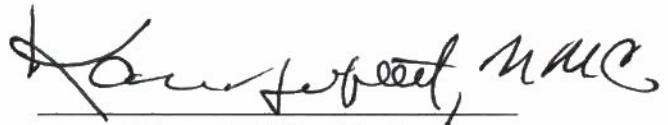

Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 2nd day of December
2013.




~~Deputy~~ City Clerk

LIBERTY PARK 3RD

an Addition to Wichita, Sedgwick County, Kansas

PAVING IMPROVEMENTS - PHASE 2C

Benefit District: (27 Lots)

Lots 22 through 30, Block A

Lots 1 through 3, Block B

Lots 38 through 52, Block C

Cost Estimate:

Item	Quantity	Unit	Unit Price	Amount
A.C. Pavement	5000	S.Y.	\$32.00	\$160,000.00
Sidewalk	4700	S.F.	\$3.00	\$14,100.00
Wheel Chair Ramps	4	EA.	\$500.00	\$2,000.00
Seeding	1	L.S.	\$5,000.00	\$5,000.00
Easement Grading/Signage	1	L.S.	\$4,000.00	\$4,000.00
Erosion Control	1	L.S.	\$2,000.00	\$2,000.00
Site Clearing and Restoration	1	L.S.	\$12,000.00	\$12,000.00
Subtotal				\$199,100.00
+ 30% Design, Insp., & Administration				\$59,730.00
Total				\$258,830.00

Petition Amount **\$259,000**

Cost per Lot **\$9,593**

Average Monthly Assessment **\$71 (Based on 15 years @ 4%)**

WATER DISTRIBUTION SYSTEM PETITION
PHASE 2C

~~REVISED~~

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

448-90622

LIBERTY PARK 3RD
Lots 22 through 30, Block A
Lots 1 through 3, Block B
Lots 38 through 52, Block C

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas (the "Improvement").
- (b) That the estimated and probable cost of the foregoing improvements being Sixty-Five Thousand Dollars (\$65,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after December 1, 2013.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

Construction of this Improvement may be abandoned, altered and/or performed privately in part or whole, in which case construction of this Improvement under the authority of this petition, shall be precluded. In addition, if the Improvement is abandoned at any state during the design and/or construction of the Improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the Improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvement

shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvements for which the improvement district is liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 22 through 30, Block A, Lots 1 through 3, Block B, and Lots 38 through 52, Block C, LIBERTY PARK 3RD, shall each pay 1/27 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the Improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned Improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION

SIGNATURE

DATE


LIBERTY PARK 3RD

Lots 22 through 30, Block A

Lots 1 through 3, Block B

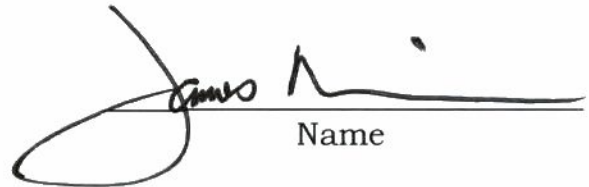
Lots 38 through 52, Block C

KicK'N Development Corp.

By: 
Paul E. Kelsey, President
11/27/13

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.


Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 2nd day of December
2013.




Deputy City Clerk

LIBERTY PARK 3RD

an Addition to Wichita, Sedgwick County, Kansas

WATER LINE IMPROVEMENTS - PHASE 2C

Benefit District: (27 Lots)

Lots 22 through 30, Block A

Lots 1 through 3, Block B

Lots 38 through 52, Block C

Cost Estimate:

Item	Quantity	Unit	Unit Price	Amount
8" Pipe	1400	L.F.	\$20.00	\$28,000.00
6" Pipe	280	L.F.	\$18.00	\$5,040.00
Fire Hydrants	2	EA.	\$2,500.00	\$5,000.00
Erosion Control	1	L.S.	\$2,000.00	\$2,000.00
Site Clearing and Restoration	1	L.S.	\$8,000.00	\$8,000.00
Subtotal				\$48,040.00
+ 35% Design, Insp., & Administration				\$16,814.00
Total				\$64,854.00

Petition Amount **\$65,000**

Cost per Lot **\$2,407**

Average Monthly Assessment **\$18 (Based on 15 years @ 4%)**

4

1

RECEIVED
JUN 02 18
REVISED
CITY CLERK OFFICE

SANITARY SEWER PETITION
PHASE 2C

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

*Lateral 11, Main 5
Northwest Interceptor Sewer*

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

468-84926

LIBERTY PARK 3RD
Lots 22 through 30, Block A
Lots 2 and 3, Block B
Lots 47 through 52, Block C

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the improvements is Ninety-Nine Thousand Dollars (\$99,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of one percent per month from and after December 1, 2013.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvements for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvements for which the improvement district is liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 22 through 30, Block A, Lots 2 and 3, Block B, and Lots 47 through 52, Block C, LIBERTY PARK 3RD shall each pay 1/17 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION

SIGNATURE

DATE

LIBERTY PARK 3RD

Lots 22 through 30, Block A

Lots 2 and 3, Block B

Lots 47 through 52, Block C

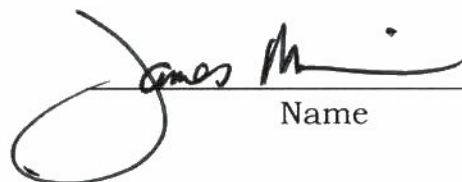
Kick'N Development Corp.

By:


Paul E. Kelsey, President
11/27/13

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.

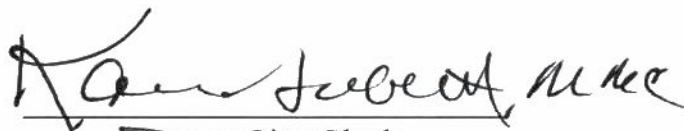

Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 2nd day of December
2013.




~~Deputy~~ City Clerk

LIBERTY PARK 3RD

an Addition to Wichita, Sedgwick County, Kansas

SANITARY SEWER - PHASE 2C

Benefit District: (17 Lots)

Lots 22 through 30, Block A

Lots 2 and 3, Block B

Lots 47 through 52, Block C

Cost Estimate:

Item	Quantity	Unit	Unit Price	Amount
8" Pipe	1500	L.F.	\$22.00	\$33,000.00
Manhole	8	EA.	\$2,500.00	\$20,000.00
Risers	5	EA.	\$1,000.00	\$5,000.00
Stubs	8	EA.	\$300.00	\$2,400.00
Erosion Control	1	L.S.	\$1,000.00	\$1,000.00
Flowable Fill	80	L.F.	\$75.00	\$6,000.00
Site Clearing and Restoration	1	L.S.	\$6,000.00	\$6,000.00
Subtotal				\$73,400.00
+ 35% Design, Insp., & Administration				\$25,690.00
Total				\$99,090.00

Petition Amount

\$99,000

Cost per Lot

\$5,824

Average Monthly Assessment

\$43 (Based on 15 years @ 4%)

WATER DISTRIBUTION SYSTEM PETITION
PHASE 2B

RECEIVED
DEC 02 '13
CITY CLERK OFFICE

REVISED

448-89987

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

LIBERTY PARK 3RD

Lots 9 through 21, Block A
Lots 28 through 37, Block C

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas (the "Improvement").
- (b) That the estimated and probable cost of the foregoing improvements being Forty-Eight Thousand Dollars (\$48,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after December 1, 2013.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

Construction of this Improvement may be abandoned, altered and/or performed privately in part or whole, in which case construction of this Improvement under the authority of this petition, shall be precluded. In addition, if the Improvement is abandoned at any state during the design and/or construction of the Improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the Improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvements for which the improvement district is liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 9 through 21, Block A, and Lots 28 through 37, Block C, LIBERTY PARK 3RD, shall each pay 1/23 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the Improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned Improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION

SIGNATURE

DATE

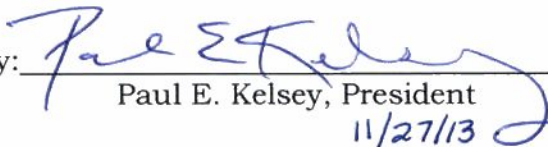
LIBERTY PARK 3RD

Lots 9 through 21, Block A

Lots 28 through 37, Block C

KicK'N Development Corp.

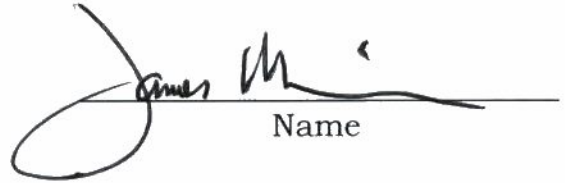
By:


Paul E. Kelsey, President

11/27/13

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.


Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 2nd day of December
2013.




~~Deputy~~ City Clerk

LIBERTY PARK 3RD

an Addition to Wichita, Sedgwick County, Kansas

WATER LINE IMPROVEMENTS - PHASE 2B

Benefit District: (23 Lots)

Lots 9 through 21, Block A

Lots 28 through 37, Block C

Cost Estimate:

Item	Quantity	Unit	Unit Price	Amount
8" Pipe	1100	L.F.	\$20.00	\$22,000.00
Fire Hydrants	2	EA.	\$2,500.00	\$5,000.00
Erosion Control	1	L.S.	\$2,000.00	\$2,000.00
Site Clearing and Restoration	1	L.S.	\$6,000.00	\$6,000.00
Subtotal				\$35,000.00
+ 35% Design, Insp., & Administration				\$12,250.00
Total				\$47,250.00

Petition Amount

\$48,000

Cost per Lot

\$2,087

Average Monthly Assessment

\$15 (Based on 15 years @ 4%)

RECEIVED

DEC 02 '13

CITY CLERK OFFICE

PAVING PETITION

PHASE 2B

REVISED

472-84069

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

LIBERTY PARK 3RD

Lots 9 through 30, Block A
Lots 1 through 3, Block B
Lots 28 through 52, Block C

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

- (a) That there be constructed pavement on Forestview from the south line of Lot 27, Block C, south to the north line of Lost Creek, and on Lost Creek from the west line of Forestview, east to the east line of Lot 21, Block A.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

That sidewalk be constructed on one side of Forestview and Lost Creek according to plans and specifications to be furnished by the City Engineer.

- (b) That the estimated and probable cost of the foregoing improvement being Two Hundred Ninety-Seven Thousand Dollars (\$297,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after December 1, 2013.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 28 through 30, Block C shall each pay $441/10,000$ of the total cost of the improvements; Lots 9 through 14, Block A shall each pay $440/10,000$ of the total cost of the improvements; Lots 35 through 37, Block C shall each pay $412/10,000$ of the total cost of the improvements; Lots 15 through 18, Block A shall each pay $400/10,000$ of the total cost of the improvements; Lots 31 through 34, Block C shall each pay $310/10,000$ of the total cost of the improvements; Lots 19 and 21, Block A shall each pay $290/10,000$ of the total cost of the improvements; Lot 20, Block A shall pay $250/10,000$ of the total cost of the improvements; Lots 38 through 46, Block C shall each pay $95/10,000$ of the total cost of the improvements; Lot 1, Block B shall pay $70/10,000$ of the total cost of the improvements; Lots 22 through 29, Block A shall each pay $15/10,000$ of the total cost of the improvements; Lot 52, Block C shall pay $15/10,000$ of the total cost of the improvements; Lot 30, Block A shall pay $12/10,000$ of the total cost of the improvements; Lots 47 and 48, Block C, shall each pay $11/10,000$ of the total cost of the improvements; Lot 49, Block C shall pay $10/10,000$ of the total cost of the improvements; Lot 2, Block B, and Lot 50, Block C, shall each pay $9/10,000$ of the total cost of the improvements; Lot 3, Block B, shall pay $5/10,000$ of the total cost of the improvements; and Lot 51, Block C shall pay $4/10,000$ of the total cost of the improvements; all lots being in LIBERTY PARK 3RD.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more

parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.


WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

<u>LEGAL DESCRIPTION</u>	<u>SIGNATURE</u>	<u>DATE</u>
--------------------------	------------------	-------------

LIBERTY PARK 3RD


Lots 9 through 30, Block A
Lots 1 through 3, Block B
Lots 28 through 52, Block C

KicK'N Development Corp.

By: 
Paul E. Kelsey, President
11/27/13

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.


Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 2nd day of December
2013.




Deputy City Clerk

LIBERTY PARK 3RD

an Addition to Wichita, Sedgwick County, Kansas

PAVING IMPROVEMENTS - PHASE 2B

Benefit District: (1000 Fractions)

Lots 28-30, Block C (3 Lots, 441 Fr. Ea.)
 Lots 9-14, Block A (6 Lots, 440 Fr. Ea.)
 Lots 35-37, Block C (3 Lots 412 Fr. Ea.)
 Lots 15-18, Block A (4 Lots, 400 Fr. Ea.)
 Lots 31-34, Block C (4 Lots, 310 Fr. Ea.)
 Lots 19 and 21, Block A (2 Lots, 290 Fr. Ea.)
 Lot 20, Block A (1 Lot, 250 Fr.)
 Lots 38-46, Block C (9 Lots, 95 Fr. Ea.)
 Lot 1, Block B (1 Lot, 70 Fr.)

Lots 22-29, Block A (8 Lots, 15 Fr. Ea.)
 Lot 52, Block C (1 Lot, 15 Fr.)
 Lot 30, Block A (1 Lot, 12 Fr.)
 Lots 47 & 48, Block C (2 Lots, 11 Fr. Ea.)
 Lot 49, Block C (1 Lot, 10 Fr.)
 Lot 2, Block B (1 Lot, 9 Fr.)
 Lot 50, Block C (1 Lot, 9 Fr.)
 Lot 3, Block B (1 Lot, 5 Fr.)
 Lot 51, Block C (1 Lot, 4 Fr.)

Cost Estimate:

Item	Quantity	Unit	Unit Price	Amount
A.C. Pavement	3700	S.Y.	\$32.00	\$118,400.00
Inlet Hookups	2	EA.	\$500.00	\$1,000.00
Sidewalk	2120	S.F.	\$3.00	\$6,360.00
30" Pipe	180	L.F.	\$70.00	\$12,600.00
24" Pipe	170	L.F.	\$60.00	\$10,200.00
18" Pipe	300	L.F.	\$45.00	\$13,500.00
15" Pipe	240	L.F.	\$35.00	\$8,400.00
Curb Inlets	5	EA.	\$3,200.00	\$16,000.00
Manholes	2	EA.	\$3,500.00	\$7,000.00
Headwalls	1	EA.	\$3,500.00	\$3,500.00
Yard Inlets	1	EA.	\$3,000.00	\$3,000.00
Rip Rap	33	S.Y.	\$30.00	\$990.00
Flowable Fill	85	L.F.	\$40.00	\$3,400.00
Seeding	1	L.S.	\$5,000.00	\$5,000.00
Easement Grading/Signage	1	L.S.	\$4,000.00	\$4,000.00
Erosion Control	1	L.S.	\$5,000.00	\$5,000.00
Site Clearing and Restoration	1	L.S.	\$10,000.00	\$10,000.00
Subtotal				\$228,350.00
+ 30% Design, Insp., & Administration				\$68,505.00
Total				\$296,855.00

Petition Amount **\$297,000**

Cost per Fraction **\$30**

RECEIVED

DEC 02 '13

CITY CLERK OFFICE **REVISED**

SANITARY SEWER PETITION
PHASE 2B

To the Mayor and City Council
Wichita, Kansas

468-83853
Lat. 15, NW1

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

LIBERTY PARK 3RD
Lots 19 through 21, Block A
Lots 31 through 34, Block C

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the improvements is Forty-Six Thousand Dollars (\$46,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of one percent per month from and after December 1, 2013.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvements for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvements for which the improvement district is liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 19 through 21, Block A, and Lots 31 through 34, Block C, LIBERTY PARK 3RD shall each pay 1/7 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION

SIGNATURE

DATE

LIBERTY PARK 3RD

Lots 19 through 21, Block A

Lots 31 through 34, Block C

Kick'N Development Corp.

By: _____


Paul E. Kelsey, President 11/27/13

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.

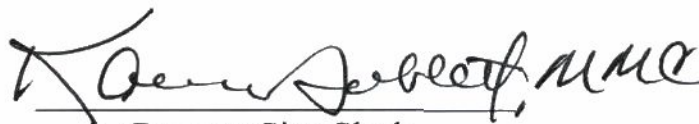

Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 2nd day of December
2013.




~~Deputy~~ City Clerk

LIBERTY PARK 3RD

an Addition to Wichita, Sedgwick County, Kansas

SANITARY SEWER - PHASE 2B

Benefit District: (7 Lots)

Lots 19 through 21, Block A

Lots 31 through 34, Block C

Cost Estimate:

Item	Quantity	Unit	Unit Price	Amount
8" Pipe	700	L.F.	\$22.00	\$15,400.00
Manhole	5	EA.	\$2,500.00	\$12,500.00
Stubs	4	EA.	\$300.00	\$1,200.00
Erosion Control	1	L.S.	\$1,000.00	\$1,000.00
Site Clearing and Restoration	1	L.S.	\$4,000.00	\$4,000.00
Subtotal				\$34,100.00
+ 35% Design, Insp., & Administration				\$11,935.00
Total				\$46,035.00

Petition Amount **\$46,000**

Cost per Lot **\$6,571**

Average Monthly Assessment **\$49 (Based on 15 years @ 4%)**

**STATEMENTS OF COST
SPECIAL ASSESSMENTS
SEPTEMBER, 2014**

WATER:

- a. Statement of Cost for constructing Water Distribution System to serve Greenwich Business Center Addition (east of Greenwich, south of 29th Street North) – Total Cost - \$67,225.04 (plus idle fund interest estimated - \$138.13, plus temporary financing estimated - \$236.83). Financing to be issued at this time - \$67,600.00 (735461/448-90517/470-134).
- b. Statement of Cost for constructing Water Distribution System to serve Reeds Cove Medical Campus Addition (east of 127th Street East, south of 21st Street North) – Total Cost - \$49,346.61 (plus idle fund interest estimated - \$129.99, plus temporary financing estimated - \$223.40). Water main benefit fee - \$13,466.00. Financing to be issued at this time - \$63,166.00 (735465/448-90527/470-138).
- c. Statement of Cost for constructing Water Distribution System to serve Greenwich Business Center Addition (east of Greenwich, south of 29th Street North) – Total Cost - \$34,007.94 (plus idle fund interest estimated - \$170.62, plus temporary financing estimated - \$121.45). Financing to be issued at this time - \$34,300.00 (735469/448-90533/470-142).
- d. Statement of Cost for constructing Water Distribution System to serve East Lynne Addition (west of 127th Street East, north of Harry) – Total Cost - \$81,440.88 (plus idle fund interest estimated - \$181.82, plus temporary financing estimated - \$277.30). Water main benefit fee - \$29,113.00. Financing to be issued at this time - \$111,013.00. (735470/448-90535/470-143).
- e. Statement of Cost for constructing Water Distribution System to serve Scenic Landscapes (south of Maple, east of Julia) – Total Cost - \$28,129.75 (plus idle fund interest estimated - \$173.90, plus temporary financing estimated - \$96.35). Financing to be issued at this time - \$28,400.00 (735471/448-90543/470-144).
- f. Statement of Cost for constructing Water Distribution System to serve Krug South Addition (south of 21st Street North, west of 143rd Street East) – Total Cost - \$53,099.37 (plus idle fund interest estimated - \$122.21, plus temporary financing estimated - \$178.42). Financing to be issued at this time - \$53,400.00. (735472/448-90278/470-145).
- g. Statement of Cost for constructing Water Distribution System to serve Pearson Farms 3rd Addition (south of 21st Street North, west of Maize) – Total Cost - \$17,156.19 (plus idle fund interest estimated - \$186.71, plus temporary financing estimated - \$57.10). Financing to be issued at this time - \$17,400.00. (735473/448-90549/470-146).
- h. Statement of Cost for constructing Water Distribution System to serve Sierra Hills 2nd Addition (north of Pawnee, west of 143rd Street East) – Total Cost - \$67,370.02 (plus idle fund interest estimated - \$103.81, plus temporary financing estimated - \$126.17). Water main benefit fee - \$20,920.00. Financing to be issued at this time - \$88,520.00. (735474/448-90550/470-147).

- i. Statement of Cost for constructing Water Distribution System to serve Lots 29 through 39, Block 2; Lots 11 through 19, Block 3; and Lot 10, Block 4 of Krug South Addition (south of 21st Street North, west of 143rd Street East) – Total Cost - \$48,705.64 (plus idle fund interest estimated - \$133.78, plus temporary financing estimated - \$160.58). Financing to be issued at this time - \$49,000.00. (735476/448-90561/470-149).
- j. Statement of Cost for constructing Water Distribution System to serve Glenview Addition (south of 21st Street North, west of Greenwich) – Total Cost - \$28,908.11 (plus idle fund interest estimated - \$199.11, plus temporary financing estimated - \$92.78). Financing to be issued at this time - \$29,200.00 (735477/448-90552/470-150).
- k. Statement of Cost for constructing Water Distribution System to serve Woods North 3rd Addition (south of 29th Street North, west of 127th Street East) – Total Cost - \$69,670.76 (plus idle fund interest estimated - \$200.87, plus temporary financing estimated - \$228.37). Financing to be issued at this time - \$70,100.00. (735478/448-90554/470-151).
- l. Statement of Cost for constructing Water Distribution System to serve Stoney Pointe Addition (east of Greenwich, south of 29th Street North) – Total Cost - \$51,631.43 (plus idle fund interest estimated - \$168.57). Financing to be issued at this time - \$51,800.00. (735479/448-90516/470-152).
- m. Statement of Cost for constructing Water Distribution System to serve Greenwich Business Center Addition (east of Greenwich, south of 29th Street North) – Total Cost - \$84,665.23 (plus idle fund interest estimated - \$134.77). Financing to be issued at this time - \$84,800.00. (735480/448-90519/470-153).
- n. Statement of Cost for constructing Water Distribution System to serve Remington Place Addition (south of 21st Street North, east of Webb) – Total Cost - \$60,442.03 (plus idle fund interest estimated - \$163.72, plus temporary financing estimated - \$94.25). Financing to be issued at this time - \$60,700.00. (735481/448-90537/470-154).
- o. Statement of Cost for constructing Water Distribution System to serve Emerald Bay Estates 2nd Addition (north of 21st Street North, west of West Street) – Total Cost - \$38,967.37 (plus idle fund interest estimated - \$232.63). Financing to be issued at this time - \$39,200.00. (735482/448-90453/470-155).

SANITARY SEWER:

- p. Statement of Cost for constructing Lateral 173 War Industries Sewer to serve Greenwich Business Center Addition (east of Greenwich, south of 29th Street North) – Total Cost - \$107,419.15 (plus idle fund interest estimated - \$206.45, plus temporary financing estimated - \$474.40). Financing to be issued at this time - \$108,100.00 (744322/468-84742/480-014).
- q. Statement of Cost for constructing Lateral 174 War Industries Sewer to serve Greenwich Business Center Addition (east of Greenwich, south of 29th Street North) – Total Cost - \$22,356.64 (plus idle fund interest estimated - \$142.77, plus temporary financing estimated - \$100.59). Sewer main benefit fee - \$61,659.00. Financing to be issued at this time - \$84,259.00 (744323/468-84743/480-015).

- r. Statement of Cost for constructing Lateral 10, Main 14 Four Mile Creek Sewer to serve Reeds Cove Medical Campus (east of 127th Street East, south of 21st Street North) – Total Cost - \$25,114.10 (plus idle fund interest estimated - \$166.00, plus temporary financing estimated - \$119.90). Financing to be issued at this time - \$25,400.00 (744326/468-84764/480-018).
- s. Statement of Cost for constructing Lateral 538 Southwest Interceptor Sewer to serve Pearson Farms Third Addition (south of 21st Street North, west of Maize) – Total Cost - \$16,952.68 (plus idle fund interest estimated - \$193.79, plus temporary financing estimated - \$53.53). Financing to be issued at this time - \$17,200.00 (744330/468-84813/480-022).
- t. Statement of Cost for constructing Lateral 4, Main 21 Four Mile Creek Sewer to serve Sierra Hills Second Addition (north of Pawnee, west of 143rd Street East) – Total Cost - \$141,422.33 (plus idle fund interest estimated - \$377.67). Sewer main benefit fee - \$48,288.00. Financing to be issued at this time - \$190,088.00 (744331/468-84814/480-023).
- u. Statement of Cost for constructing Lateral 155, Main 4, Sanitary Sewer No. 23 to serve Jones Park Addition (north of 33rd Street, west of Fairview) – Total Cost - \$12,862.68 (plus idle fund interest estimated - \$137.32). Financing to be issued at this time - \$13,000.00 (744332/468-84820/480-024).
- v. Statement of Cost for constructing Lateral 8, Main 14 Four Mile Creek Sewer to serve Krug South Addition (south of 21st Street North, west of 143rd Street East) – Total Cost - \$124,772.07 (plus idle fund interest estimated - \$212.93, plus temporary financing estimated - \$415.00). Financing to be issued at this time - \$125,400.00 (744335/468-84322/480-027).
- w. Statement of Cost for constructing Lateral 13, Main 16 Four Mile Creek Sewer to serve Glenview Addition (south of 21st Street North, west of Greenwich) – Total Cost - \$66,247.64 (plus idle fund interest estimated - \$131.13, plus temporary financing estimated - \$221.23). Financing to be issued at this time - \$66,600.00 (744336/468-84818/480-028).
- x. Statement of Cost for constructing Lateral 429 Four Mile Creek Sewer to serve Woods North Third Addition (south of 29th Street North, west of 127th Street East) – Total Cost - \$108,262.68 (plus idle fund interest estimated - \$184.05, plus temporary financing estimated - \$353.27). Sewer main benefit fee - \$18,745.00. Financing to be issued at this time - \$127,545.00 (744337/468-84821/480-029).
- y. Statement of Cost for constructing Lateral 169 War Industries Sewer to serve Stoney Pointe Addition (east of Greenwich, south of 29th Street North) – Total Cost - \$17,126.19 (plus idle fund interest estimated - \$173.81). Sewer main benefit fee - \$99,694.00. Financing to be issued at this time - \$116,994.00 (744338/468-84735/480-030).
- z. Statement of Cost for constructing Lateral 171, Sanitary Sewer No. 22 to serve 1218 and 1226 West 33rd Street North (north of 33rd Street North, east of Amidon) – Total Cost - \$28,784.24, (plus idle fund interest estimated - \$215.76). Financing to be issued at this time - \$29,000.00 (744339/468-84840/480-031).
- aa. Statement of Cost for constructing Lateral 59, Main 24 War Industries Sewer to serve Remington Place Addition (south of 21st Street North, east of Webb) – Total Cost - \$101,479.86 (plus idle fund interest estimated - \$320.14). Financing to be issued at this time - \$101,800.00 (744340/468-84786/480-032).

- bb. Statement of Cost for constructing Lateral 11, Main 14 Four Mile Creek Sewer to serve Krug South Second Addition (south of 21st Street North, west of 143rd Street East) – Total Cost - \$14,661.90 (plus idle fund interest estimated - \$138.10). Financing to be issued at this time - \$14,800.00 (744342/468-84847/480-034).
- cc. Statement of Cost for constructing Lateral 12, Main 14 Four Mile Creek Sewer to serve Lakeside Acres First Addition (west of 127th Street East, south of 21st Street North) – Total Cost - \$42,151.08 (plus idle fund interest estimated - \$248.92). Financing to be issued at this time - \$42,400.00 (744343/468-84865/480-035).
- dd. Statement of Cost for constructing Lateral 3, Main 23 Southwest Interceptor Sewer to serve Emerald Bay Estates 2nd Addition (north of 21st Street North, west of West Street) – Total Cost - \$299,098.83 (plus idle fund interest estimated - \$701.17). Financing to be issued at this time - \$299,800.00 (744344/468-84638/480-036).

STORM WATER:

- ee. Statement of Cost for constructing Storm Water Drain No. 361, Bridge Replacement (Kansas Turnpike Authority at Big Slough South) – Total Cost - \$2,250,985.78; (plus idle fund interest estimated - \$268.44, plus temporary financing estimated - \$8,345.78). Financing to be issued at this time - \$2,259,600.00 (751489/468-84636/485-380).
- ff. Statement of Cost for constructing Storm Water Drain No. 383 to serve Hampton Square 2nd Addition (north of 37th Street North, west of Maize Road) – Total Cost - \$110,163.96; (plus idle fund interest estimated - \$175.25, plus temporary financing estimated - \$460.79). Financing to be issued at this time - \$110,800.00 (751499/468-84762/485-390).
- gg. Statement of Cost for constructing Storm Water Sewer No. 662 to serve Hampton Square 2nd Addition (north of 37th Street North, west of Maize Road) – Total Cost - \$410,048.50; (plus idle fund interest estimated - \$211.39, plus temporary financing estimated - \$1,740.11). Financing to be issued at this time - \$412,000.00 (751500/468-84773/485-391).
- hh. Statement of Cost for constructing Storm Water Sewer No. 629 to serve Krug South Addition (south of 21st Street North, west of 143rd Street East) – Total Cost - \$67,965.86; (plus idle fund interest estimated - \$112.91, plus temporary financing estimated - \$221.23). Financing to be issued at this time - \$68,300.00 (751505/468-84326/485-396).
- ii. Statement of Cost for constructing Storm Water Drain No. 384 to serve Sierra Hills 2nd Addition (north of Pawnee, west of 143rd Street East) – Total Cost - \$473,599.71; (plus idle fund interest estimated - \$200.20, plus temporary financing estimated - \$1,400.09). Financing to be issued at this time - \$475,200.00 (751506/468-84815/485-397).
- jj. Statement of Cost for constructing Storm Water Drain No. 667 to serve Krug South Addition (south of 21st Street North, west of 143rd Street East) – Total Cost - \$151,328.92; (plus idle fund interest estimated - \$107.55, plus temporary financing estimated - \$363.53). Financing to be issued at this time - \$151,800.00 (751508/468-84833/485-399).
- kk. Statement of Cost for constructing Storm Water Sewer No. 663 to serve Glenview Addition (south of 21st Street North, west of Greenwich) – Total Cost - \$44,483.68; (plus idle fund interest

estimated - \$170.02, plus temporary financing estimated - \$146.30). Financing to be issued at this time - \$44,800.00 (751509/468-84819/485-400).

- ll. Statement of Cost for constructing Storm Water Drain No. 379 to serve Kiser West Second Addition (south of 13th Street North, west of Greenwich) – Total Cost - \$148,187.13; (plus idle fund interest estimated - \$107.08, plus temporary financing estimated - \$305.79). Financing to be issued at this time - \$148,600.00 (751510/468-84775/485-401).
- mm. Statement of Cost for constructing Storm Water Drain No. 321 to serve Krug South Commercial Addition (south of 21st Street North, west of 143rd Street East) – Total Cost - \$157,869.25; (plus idle fund interest estimated - \$148.20, plus temporary financing estimated - \$282.55). Financing to be issued at this time - \$158,300.00 (751511/468-84328/485-402).
- nn. Statement of Cost for constructing Storm Water Drain No. 381 to serve Lot 1, Block 1, Remington Place Addition (south of 21st Street North, east of Webb Road) – Total Cost - \$215,265.07; (plus idle fund interest estimated - \$199.75, plus temporary financing estimated - \$335.18). Financing to be issued at this time - \$215,800.00 (751512/468-84787/485-403).
- oo. Statement of Cost for constructing Storm Water Drain No. 382 to serve Emerald Bay Estates and Emerald Bay Estates 2nd Addition (west of West Street, north of 21st Street North) – Total Cost - \$160,209.06; (plus idle fund interest estimated - \$233.09, plus temporary financing estimated - \$257.85). Financing to be issued at this time - \$160,700.00 (751513/468-84845/485-404).

PAVING:

- pp. Statement of Cost for constructing Paving on Yosemite and Westgate to serve Southern Ridge 4th Addition (south of Pawnee, west of Maize) – Total Cost - \$128,341.33, (plus idle fund interest estimated - \$362.69, (plus temporary financing estimated - \$99.55, minus a prepayment of \$903.57). Financing to be issued at this time - \$127,900.00 (766187/472-84343/490-205).
- qq. Statement of Cost for constructing Pavement on the north-to-south alley between Cleveland and Indiana (east of Washington, north of Douglas) – Total Cost - \$85,525.51, (plus idle fund interest estimated - \$188.22, plus temporary financing estimated - \$586.27). Financing to be issued at this time - \$86,300.00 (766255/472-84905/490-273).
- rr. Statement of Cost for constructing Paving on Graystone, Sundance, Terhune, and Ridgehurst to serve Stonebridge 2nd & 3rd Additions (north of 13th Street North, west of 159th Street East) – Total Cost - \$442,749.01, (plus idle fund interest estimated - \$142.59, plus temporary financing estimated - \$1,908.40). Financing to be issued at this time - \$444,800.00 (766264/472-84592/490-282).
- ss. Statement of Cost for constructing Paving on Weston and Havenhurst Streets to serve Hampton Square Second Addition (north of 37th Street North, west of Maize Road) – Total Cost - \$239,139.53, (plus idle fund interest estimated - \$207.22, plus temporary financing estimated - \$853.25). Financing to be issued at this time - \$240,200.00 (766267/472-85001/490-285).
- tt. Statement of Cost for constructing Lighting and Landscaping for Greenwich Office Park Second Addition (north of 13th Street North, west of Greenwich) – Total Cost - \$75,749.34, (plus idle fund interest estimated - \$204.44, plus temporary financing estimated - \$246.22). Financing to be issued at this time - \$76,200.00 (766275/472-85040/490-293).

- uu. Statement of Cost for constructing Lighting and Landscaping for Berkeley Square First Addition (north of 13th Street North, west of Greenwich) – Total Cost - \$135,394.45, (plus idle fund interest estimated - \$163.86, plus temporary financing estimated - \$441.69). Financing to be issued at this time - \$136,000.00 (766274/472-85039/490-292).

- vv. Statement of Cost for constructing Paving on Burning Tree Court and Rockhill Street to serve Krug South Addition (south of 21st Street North, west of 143rd Street East) – Total Cost - \$201,985.35, (plus idle fund interest estimated - \$123.70, plus temporary financing estimated - \$690.95). Financing to be issued at this time - \$202,800.00 (766276/472-84522/490-294).

- ww. Statement of Cost for constructing Paving on Towne East Mall Drive to serve Rockwood South Third Addition (north of Kellogg, west of Rock) – Total Cost - \$64,685.00, (plus idle fund interest estimated - \$182.46, plus temporary financing estimated - \$232.54). Financing to be issued at this time - \$65,100.00 (766277/472-85016/490-295).

- xx. Statement of Cost for constructing Paving on Wooddale Street to serve Krug South Addition (south of 21st Street North, west of 143rd Street East) – Total Cost - \$142,204.47, (plus idle fund interest estimated - \$108.78, plus temporary financing estimated – \$286.75). Financing to be issued at this time - \$142,600.00 (766280/472-85056/490-302).

- yy. Statement of Cost for constructing Paving on Woodridge to serve Woods North Third Addition (south of 29th Street North, west of 127th Street East) – Total Cost - \$390,435.24, (plus idle fund interest estimated - \$199.27, plus temporary financing estimated - \$865.49). Financing to be issued at this time - \$391,500.00 (766281/472-85046/490-298).

- zz. Statement of Cost for constructing 127th Street East from the north line of Woodspring to serve Woods North 3rd Addition (south of 29th Street North, west of 127th Street East) – Total Cost - \$212,563.46, (plus idle fund interest estimated - \$554.47, plus temporary financing estimated - \$82.07). Financing to be issued at this time - \$213,200.00 (766282/472-84654/490-299).

- aaa. Statement of Cost for constructing 21st Street North Drive Approach Relocation to serve Remington Place Addition (north of 21st Street North, east of Webb) – Total Cost - \$20,940.02, (plus idle fund interest estimated - \$159.98). Financing to be issued at this time - \$21,100.00 (766285/472-85061/490-303).

- bbb. Statement of Cost for constructing Paving on Shoreline to serve Lots 23-56 of Emerald Bay Estates Second Addition (north of 21st Street North, west of West Street) – Total Cost - \$93,811.38, (plus idle fund interest estimated - \$288.62). Financing to be issued at this time - \$94,100.00 (766291/472-85072/490-309).

- ccc. Statement of Cost for constructing Paving on Shoreline to serve Lots 16-22 of Emerald Bay Estates Second Addition (north of 21st Street North, west of West Street) – Total Cost - \$100,132.70, (plus idle fund interest estimated - \$367.30). Financing to be issued at this time - \$100,500.00 (766286/472-84867/490-304).

**GENERAL OBLIGATION BOND SCHEDULE
CLOSING OF PROJECTS
SEPTEMBER, 2014 BOND SALE SERIES 814**

PUBLIC IMPROVEMENT PROJECTS

SPECIAL ASSESSMENT CHESNEY (15 & 20 year)

List of Projects (Final List)	11-1-2013	
Bond Plats	12-1-2013 through 12-31-2013	
Statement of Cost	Tues. 1-7-2014 1-7-2014	Paving Sewer & Water
Proposed Assessment Rolls	Tues. 2-25-2014 2-25-2014	Paving Sewer & Water
Informal Hearing at 11:00 A.M. (Board Room) (Confirmed xx-xx-xx - B. Walters, CC Office)	Mon. 3-17-2014 Mon. 3-17-2014	Paving Sewer & Water
Hearing at 9:30 A.M.	Tues. 5-6-2014 5-6-2014	Paving Sewer & Water
Ordinance Levying Assessments (1st reading) 7 days	Tues. 5-6-2014 5-6-2014	Paving Sewer & Water
Ordinance Levying Assessments (adopted) 3 days	Tues. 5-13-2014 5-13-2014	Paving Sewer & Water
Ordinance Levying Assessments (publishes) 30 days	Fri. 5-16-2014 5-16-2014	Paving Sewer & Water
Cash Expiration Date	Mon. 6-16-2014 Mon. 6-16-2014	Paving Sewer & Water

City of Wichita
City Council Meeting
January 7, 2014

TO: Mayor and City Council

SUBJECT: Design Services Agreement for Woods North Third Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: On August 26, 2008, the City Council approved a petition for construction of a storm water drain to serve Woods North Third Addition, south of 29th Street North, west of 127th Street East. A revised petition reflecting a re-plat was approved by the City Council on June 4, 2013.

Analysis: The proposed agreement between the City and Baughman Company provides for design of the improvements. In accordance with Administrative Regulation 1.10, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$37,200 and will be funded by special assessments.

Legal Considerations: The Law Department has reviewed and approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

WOODS NORTH 3RD ADDITION

THIS AGREEMENT, made this _____ day of _____, 2013, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and POE & ASSOCIATES, INC., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

STORM WATER DRAIN NO. 347 serving Lots 1 through 21, Block A; Lots 1 through 18, Block B; Lots 1 through 24, Block C; Lots 1 through 50, Block D; Woods North 3rd Addition AND Lots 3 and 4, Block 2; Lots 1 through 15, Block 3; Lots 1 through 3, Block 4; Greenwich Business Center Addition (south of 29th, west of 127th St E) (Project No. 468-84488).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Woods North 3rd Addition and to perform the project tasks outlined in the SCOPE OF SERVICES (**Exhibit "A"**).

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in **Exhibit "A"**.

- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in **Exhibit "B"** which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with **Exhibit "A"**; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory

Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. **THE CITY AGREES:**

- A. To furnish all available data pertaining to the project now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the project; however, reproduction costs are the responsibility of the ENGINEER, except as specified in **Exhibit "A"**.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. **PAYMENT PROVISIONS**

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 468 84488	\$37,200
-----------------------	----------

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the project such as, but not limited to:
1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the project.
 2. Additional design services not covered by the scope of this agreement.
 3. Construction staking, material testing, inspection and administration related to the project.
 4. A major change in the scope of services for the project.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the project is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the project shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the project.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

N. Brent Wooten, P.E.
President

ATTEST:

EXHIBIT “A”

SCOPE OF SERVICES

SWD 347 to serve Woods North 3rd Addition
(south of 29th Street South, west of 127th Street East)
(Project No. 468-84488)

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per **Attachment No. 1 to Exhibit “A”**.

In connection with the services to be provided, the ENGINEER shall:

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. **Field Surveys**. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the project limits prior to the ENGINEER conducting the field survey for the project. Utility information shall be clearly noted and identified on the plans.
2. **Storm Water Pollution Prevention**. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a Notice of Intent (NOI) prior to bidding; site-specific erosion control plan; and standard Best Management Practice (BMP) detail sheets per **Attachment No. 1 to Exhibit “A”**.
3. **Soils and Foundation Investigations**. The CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the project, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The ENGINEER’S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. **Review Preliminary Design Concepts**. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. **Drainage Study**. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the project. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. **Plans & Specifications**. Prepare engineering plans, plan quantities and supplemental specifications as required. Pay items of work shall conform to the CITY’S Master Bid Item List. Engineering plans will include incidental drainage where required and permanent traffic signing. The project’s plans and proposed special provisions shall address the requirements included in the City’s Administrative Regulations 6.5, “Cleanup, Restoration or Replacement Following Construction.” Also, final plans, field notes and other pertinent project mapping records are to be submitted per **Attachment No. 1 to Exhibit “A”**. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard

AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

7. Landscaping. Where landscaping may be required along arterial streets, ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept, and is consistent with the City of Wichita Landscape Policy for Arterial Streets. A landscape architect should be included on the Consultants' Design Team.
8. Property Acquisition. Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations. **The ENGINEER shall perform all necessary title work and sufficient research for determination of current right-of-way and easements.**
9. Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (**Attachment No. 3 to Exhibit "A"**) at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER. This information will be compiled into a summary report (**Attachment No. 4 to Exhibit "A", also available on the City's FTP site**) maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified).** When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.
10. Staking Information. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. This coordinate information will be used by the CITY for construction staking purposes. See **Attachment No. 2 to Exhibit "A"** for required coordinate information.
11. Shop Drawings. All shop drawings submitted by the contractor for the project shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the project.
12. Public Meeting. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
13. New Right-of-Way Monumentation. The ENGINEER shall complete permanent monumentation of all new right-of-way, and complete and submit all necessary legal documentation for same.
14. Section Corner Monuments. The Engineer shall provide services required by KSA Chapter 58, Article 20, Statute 58-2011, any time a section corner or monument will be endangered, disturbed, or removed. The City of Wichita Construction Engineer will receive a copy of all Land Survey Reference Reports submitted to the Secretary of State Historical Society. All costs associated with this effort shall be the responsibility of the Engineer. The City will provide a three business day notice to the Engineer to mark the monument location for re-establishment after pavement work is completed. The City will then core and install a cast iron monument box and cover. The Engineer will be notified within three business days after the box is installed to reset the final monument.
15. Permits. The ENGINEER shall prepare any and all necessary permits for this project, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of

Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. **The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.**

16. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans, specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

- (a) Field check plans of the project for distribution to utilities by 12/2/13.

- (b) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by 12/16/13.

Attachment No. 1 to Exhibit “A” – Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

In addition, two (2) sets of 11”x17” plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Storm Water Division
455 N. Main 8th Floor
Wichita, KS 67202

THIS INCLUDES ALL PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must also include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate. Bidding erosion control as “1 LS” is not allowed.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

Attachment No. 2 to Exhibit “A” - Scope of Services

Required Plan Coordinate Information

Arterial Street Projects & Infill (Existing Neighborhoods)

I. SANITARY SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments
- center of manholes

II. WATER LINE

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release

III. STORM SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- center, inside face of curb inlets – Type 1 and Type 1A; center, at high edge of curb inlets – Type 2; CL of street, normal to inlet coordinate
- for skewed inlets typically in intersection radii, or not parallel to baseline – center, inside face of inlet; 15 ft/4 m offset in each direction, to center of inlet, along inside face line extended
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

IV. PAVING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- center of signal poles, service and junction boxes, controller, etc.; ends and P.I.'s for retaining walls, at back of walls

THE SAME COORDINATE SYSTEM SHALL BE USED FOR ALL SEPARATE PHASES OF A LARGER INFILL OR ARTERIAL STREET PROJECT.

In addition to the required coordinate information, the following shall be included in all plans, at a minimum, as needed for construction staking on all City projects.

- Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer
- Benchmarks – minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey
- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL, and/or bearing/azimuth of BL sections
- Arterial project side streets – provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
- Existing FL/pavement grades shown at all match points
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing
- CL top of pavement grades for arterial streets
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement – provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersections, and mainline pavement; should be separate plan sheet(s) with clear and project-specific details
- Storm Sewer – BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL – pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer – show deflection angles between MH's
- Curve Tables – should include bends, tees, valves, FH's etc. for waterlines; ends-of-return, P.I.'s, etc. for paving
- Should be able to accurately scale off of plans

Attachment No. 3 to Exhibit “A” – Scope of Services

Project Name

Utility Location Verification Non-CIP Project

Projected Bid Date:

UTILITY: _____ **Checked by** _____ **on** _____

Utility Location:

- ☐ None in Project Limits ☐ In Project Limits, No Relocation Necessary
☐ Utility will need to relocate ☐ Other (please describe)

Briefly Describe Type and Location of Facilities within Project:

Estimate Time for Relocation: ☐ < 3 months ☐ 3-6 months ☐ 6-9 months ☐ > 9 months

Weather Sensitive: ☐ Yes ☐ No If yes, please explain: _____

Utility Plan Review:

- ☐ Correct as Shown ☐ Corrections needed ☐ Attachments provided for Consultant

Corrections necessary on plan sheets:

Additional Information requested from Consultant: _____

Please email this form on or before

to:

If relocation is necessary:

Estimated clear date: _____

Completed by _____ **(utility representative) on** _____ **(date)**

Upon completion of relocation:

Relocation complete on: _____

Completed by _____ **(utility representative) on** _____ **(date)**

Attachment No.4 to Exhibit "A" - Scope of Services

Individual Project Name (i.e., Amidon, 21st to 29th Street North)												
Current Date	KDOT Proj. NO/ City Proj. NO	City Design Manager	Consultant	Date of First ULCC	Date of Second ULCC	Date of Plan Revision Distribution	Date of Second Plan Revision Distribution	R/W Purchased Y/N	Date Utilities notified of R/W completion	Project Proposed Bid Date	Proposed Utility Clear Date (project)	
2/21/2013	1111111/ 2222222	Kallman	Ken Lee/ Ruggles & Bohm	2/21/2013	2/21/2013			No				
				Utility needs to relocate (Y/N)	Utility in Private Easement (Y/N)			Utility needs PROPOSED R/W to relocate (Y/N)	Relocation Weather Sensitive (Y/N)	Estimated Date of Utility Design Completion	Time needed for relocation after utility design complete	Individual Utility Clear Date
Westar (Distribution)												
Location in Project: (Describe Existing Facilities)												
Relocation Needs:												
Comments:												
Westar (Transmission)												
Location in Project: (Describe Existing Facilities)												
Relocation Needs:												
Comments:												

KGS
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Black Hills
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
AT&T
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

Cox
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Water
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Sewer
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

Stormwater
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Other
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

EXHIBIT "B"

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
- D. Exempted from these requirements are:
1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
 2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita
City Council Meeting
January 7, 2014

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement No. 2 for Improvements to the K-96 and Greenwich Interchange (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the Supplemental Design Agreement No. 2.

Background: On October 13, 2009, the City Council approved an agreement with Professional Engineering Consultants P.A. (PEC) in the amount of \$294,000, for design of improvements to the interchange at K-96 and Greenwich. Supplemental Agreement No. 1, in the amount of \$374,000, was approved by the City Council on November 6, 2012, and provided modification of the ramp design to match the proposed development, widened the geometry on Greenwich from 21st to 27th Streets North, and added signals at 26th and Greenwich Village Drive. The supplemental agreement also provided updates to the break-in-access study and report as required by the Kansas Department of Transportation.

Analysis: Additional design work is requested of PEC as follows:

- Elimination of a right-turn lane from the project plans and the adding of an additional driveway as requested during the right-of-way acquisition process;
- Design of waterline relocations and improvements that are now necessary with final roadway and drainage alignment set; and
- Design, analysis, and plan development, including cost comparison computations of using drilled shaft bridge substructure support methods as opposed to using pre-drilled driven pile foundations. This is necessary after discovering that the existing water main near the K-96 bridge is unrestrained, and thus at risk for blow-out with standard pile driving in the immediate area.

Supplemental Agreement No. 2 has been prepared to authorize the additional design services.

Financial Consideration: Payment to PEC will be on a lump sum basis of \$49,820. Funding is available in the existing budget, which is funded by Local Sales Tax and General Obligation bonds, and was approved by the City Council on November 5, 2013. Construction funding is available and is being presented to the City Council for approval on January 7, 2014.

Legal Considerations: The supplemental agreement has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve Supplemental Design Agreement No. 2 and authorize the necessary signatures.

Attachments: Supplemental Design Agreement No. 2.

SUPPLEMENTAL AGREEMENT NO. 2

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED OCTOBER 13, 2009

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

“CITY”

AND

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

PARTY OF THE SECOND PART, HERENAFTER CALLED THE

“ENGINEER”

WITNESSETH:

WHEREAS, there now exists a Contract (dated October 13, 2009) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the **K-96 AND GREENWICH INTERCHANGE IMPROVEMENTS** (Project No. 472 85066).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the “PROJECT” as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**Additional Scope of Services
(see Exhibit “A-1”)**

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A shall be amended as follows:

Payments to the Engineer for the performance of the professional services as outline in this supplemental agreement will increase the total contract by **\$49,820.**

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract,

not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2013.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Joe Surmeier, P.E.

ATTEST:

City of Wichita
City Council Meeting
January 7, 2014

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement for Improvements to K-96 and Hoover
(District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the supplemental agreement.

Background: On January 27, 2009, the City Council approved an agreement with Professional Engineering Consultants, P.A. (PEC) in the amount of \$110,507, to develop design concepts for a new interchange at K-96 and Hoover. PEC completed a preliminary break-in-access study and report in October 2009 as part of the original design agreement, for proposed construction of the full interchange. The project was placed on hold due to lack of area development and funding.

Analysis: The area of K-96 and Hoover is projected to have significant development, particularly in the southeast quadrant, in the near future, which could be served by a more affordable partial interchange. A supplemental agreement has been prepared for PEC to update the study and complete a new analysis and report in compliance with Kansas Department of Transportation (KDOT) guidelines, for a partial interchange.

Financial Considerations: Payment to PEC will be on a lump sum basis of \$20,000. Funding is available within the existing budget, which is funded by Local Sales Tax and was approved by the City Council on January 27, 2009. Approval for the partial interchange must be granted by KDOT before construction can proceed.

Legal Considerations: The Law Department has reviewed and approved the supplemental agreement as to form.

Recommendation/Actions: It is recommended that the City Council approve the supplemental agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED JANUARY 27, 2009

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

“CITY”

AND

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

PARTY OF THE SECOND PART, HERENAFTER CALLED THE

“ENGINEER”

WITNESSETH:

WHEREAS, there now exists a Contract (dated January 27, 2009) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the **K-96 & HOOVER INTERCHANGE IMPROVEMENTS** (Project No. 472 84780).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the “PROJECT” as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**Updated Break-In-Access Traffic Study
(see Exhibit “A-1”)**

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A shall be amended as follows:

Payments to the Engineer for the performance of the professional services as outline in this supplemental agreement will increase the total contract by **\$20,000.00**

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2013.

BY ACTION OF THE CITY COUNCIL

Robert Layton, City Manager

ATTEST:

Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

CONSULTANTS, P.A.

PROFESSIONAL ENGINEERING

W. David Hubbard, P.E., Vice President

ATTEST:

**City of Wichita
City Council Meeting
January 7, 2014**

TO: Mayor and City Council

SUBJECT: Funding for Improvements to 29th Street North, Ridge to Hoover
(Districts V and VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised budget and place the amending ordinance on first reading.

Background: On June 7, 2011, the City Council approved a design concept for improvements to 29th Street North, between Ridge and Hoover. Right-of-way acquisition is complete and utility relocation is underway, with construction projected to begin in spring 2014.

Analysis: Improvements include a three-lane roadway, with one through lane in each direction, and a center two-way left turn lane. The intersection of 29th and Hoover will be improved to provide left turn lanes at all four approaches to the intersection. A six-foot wide sidewalk will be constructed on the north side of 29th and the available right-of-way will be landscaped. Traffic will be carried one-way westbound throughout construction.

Financial Considerations: The existing budget of \$3,505,000 is funded by General Obligation (GO) bonds and was approved by the City Council on July 2, 2013. Additional funding is needed due to higher than anticipated right-of-way costs and based on current bid prices. City staff requests an additional \$600,000 in GO bond funding for this project, which is available by delaying the 151st Street West, Kellogg to Maple project included in the 2011-2020 Adopted Capital Improvement Program (CIP). The requested \$600,000 would come from the \$3,500,000 available for construction in 2015 for the 151st Street project. A revised construction schedule for the 151st Street project will be developed by staff in conjunction with the development of the 2014-2023 CIP, but it is anticipated that construction will be postponed to at least 2017.

An additional \$70,000 is allocated for waterline work associated with this project in the 2014 Water Mains Replacement or Relocation (W-67) budget, which was approved by the City Council on December 10, 2013.

Budget Detail

Existing Approved Budget	
GO Bonds (Adopted Ordinance No. 49-528)	\$3,505,000
Additional Funding Requested	
GO Bonds	\$600,000
Total Amended Ordinance Amount	\$4,105,000
Previously and Separately Approved Funding	
2014 W-67 Budget Allocation	\$70,000
Total Project Budget	\$4,175,000

Legal Considerations: The Law Department has reviewed and approved the amending ordinance as to form.

Recommendation/Action: It is recommended that the City Council approve the revised budget, place the amending ordinance on first reading, and authorize the necessary signatures.

Attachments: Map, budget sheet, and amending ordinance.

Published in the Wichita Eagle on January 17, 2014

ORDINANCE NO. 49-646

AN ORDINANCE AMENDING ORDINANCE NO. **49-528** OF THE CITY OF WICHITA, KANSAS AMENDING PRIOR ORDINANCES DECLARING **29TH ST. NORTH, BETWEEN RIDGE AND HOOVER (472-84691)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENT TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS;

SECTION 1. SECTION 2 of Ordinance No. **49-528** is hereby amended to read as follows:

“SECTION 2. SECTION 2 of Ordinance No. **49-019** is hereby amended to read as follows:

SECTION 2. SECTION 3 of Ordinance No. **47-973** is hereby amended to read as follows:

SECTION 3. The cost of the above described improvements is estimated to be **Four Million One Hundred Five Thousand Dollars (\$4,105,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.”

SECTION 2. That the original SECTION 2 of Ordinance No. **49-528** is hereby repealed.

SECTION 3. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 14th day of January, 2014.

Carl Brewer, Mayor

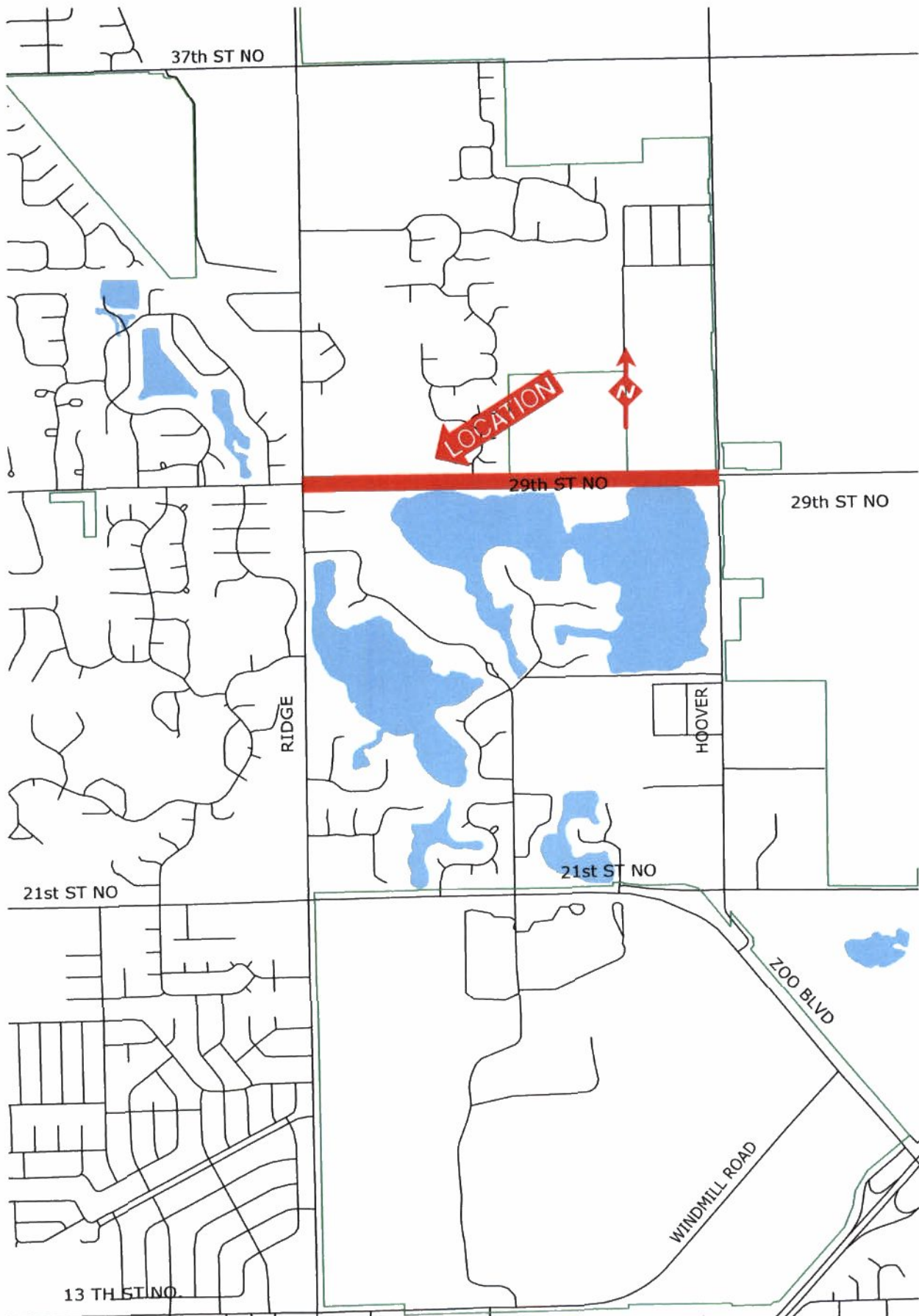
ATTEST:

Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law



Project Request

☒ CIP ☐ Non-CIP

CIP YEAR: 2013

CIP #: _____

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: _____

FUND: 400 Street Improvements

SUBFUND: 405 Arterial Paving

ENGINEERING REFERENCE #: 472-84691

COUNCIL DISTRICT: 23 Council Districts 5, 6

DATE COUNCIL APPROVED: Jan 7, 2014

REQUEST DATE: _____

PROJECT #: 208454

PROJECT TITLE: 29th St N, Ridge to Hoover

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: 29th St N, Ridge to Hoover

OCA #: 706989

OCA TITLE: 29th St N, Ridge to Hoover

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Gary Janzen

PHONE #: 268-4450

☐ NEW BUDGET

☒ REVISED BUDGET

Revenue Object Level 3

Original Budget

Adjustment

New Budget

9720 G.O. Bonds

\$3,505,000.00

\$600,000.00

\$4,105,000.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$3,505,000.00

\$600,000.00

\$4,105,000.00

Expense Object Level 3

2999 Contractuals

\$3,505,000.00

\$600,000.00

\$4,105,000.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Total Expense:

\$3,505,000.00

\$600,000.00

\$4,105,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____

DATE: _____

DEPARTMENT HEAD: _____

DATE: _____

BUDGET OFFICER: _____

DATE: _____

CITY MANAGER: _____

DATE: _____

City of Wichita
City Council Meeting
January 7, 2014

TO: Mayor and City Council

SUBJECT: Funding for Improvements to the K-96 and Greenwich Interchange (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the petition and revised budget; adopt the resolution and amending resolution.

Background: On December 10, 2013, the City Council approved a revised budget of \$3,590,000 for improvements to the interchange at K-96 and Greenwich. Right-of-way acquisition is currently underway and utility relocation will begin once all of the necessary right-of-way is acquired. Construction is projected to begin in spring 2014.

A petition signed by one property owner, representing 100% of the improvement district, has been submitted and is valid per Kansas Statute. The petition authorizes up to \$2,132,289 in special assessment funding for infrastructure improvements to the project area, with the caveat that all other funding sources approved for this project be fully exhausted prior to any assessments being levied against the property.

Analysis: The existing interchange provides a westbound entrance ramp and an eastbound exit ramp, to and from K-96. Proposed improvements include the addition of a westbound exit ramp and an eastbound entrance ramp, with the interchange being signalized at the ramps. Additionally, Greenwich Village Drive will be signalized and Greenwich will be modified between 21st and 27th Streets North to provide dual left turns, right turn lanes, and the extension of medians needed to accommodate future traffic volumes. Relocation and improvement of the existing waterline and other utilities is required to accommodate the proposed paving improvements.

Financial Consideration: On December 10, 2013, the City Council approved a revised budget for this project. City staff proposes adding \$750,000 in General Obligation (GO) bond funding, which is available by eliminating the 127th Street East, 21st to 29th Streets North project from the 2011-2020 Adopted Capital Improvement Program (CIP). Approving the petition for special assessments would further increase the budget by \$2,132,289. Additionally, \$3,867,711 in State of Kansas Sales Tax and Revenue (STAR) bond funding was approved for this project on November 5, 2013.

The total revised budget for right-of-way acquisition, utility relocation, and construction is \$10,340,000 as detailed below.

Budget Detail

Existing Approved Budget	
Local Sales Tax	\$1,000,000
GO Bonds	\$1,000,000
Cabela's Community Improvement District	\$1,500,000
Total of Adopted Resolution No. 13-244	\$3,500,000
Proposed Additional Funding	
GO Bonds	\$750,000
Total Amended Resolution Amount	\$4,250,000
Special Assessments (separate bonding authority)	\$2,132,289
Previously and Separately Approved Funding	
STAR Bonds	\$3,867,711
2014 W-67 Budget Allocation	\$90,000
Total Project Budget	\$10,340,000

Legal Considerations: The petition and amending resolution have been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the petition and revised budget, adopt the resolution and amending resolution, and authorize all necessary signatures for the acquisition and granting of easements, and for all permits and agreements associated with the project.

Attachments: Map, petition, budget sheet, amending resolution, and resolution.

RESOLUTION NO. 14-007

A RESOLUTION AMENDING RESOLUTION NO. 13-244 WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY RELATING TO THE K-96 GREENWICH STAR BOND PROJECT DISTRICT.

WHEREAS, City of Wichita, Kansas (the “City”) is a municipal corporation duly organized and validly existing under the laws of the State of Kansas (the “State”) as a city of the first class; and

WHEREAS, the City Council of the City (the “Governing Body”), has heretofore adopted Resolution No. 13-244 which authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”), the issuance of general obligation bonds of the City to finance a portion of the costs of the K-96 Interchange and related infrastructure improvements within the K-96 Greenwich STAR Bond Project District (the “District”) established pursuant to K.S.A. 12-17,160 *et seq.*, as amended; and

WHEREAS, due to a potential increase in the estimated costs of the K-96 Interchange and related infrastructure improvements it is necessary to amend a portion of Resolution No. 13-244.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. *Section 2* of Resolution No. 13-244 is hereby amended to read as follows:

Section 2. Project Financing. That portion of the costs of the K-96 Interchange and related infrastructure improvements not financed by STAR Bond proceeds and general obligation special assessment bond proceeds in the estimated amount of \$4,250,000, plus interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City pursuant to the Act (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of Resolution No. 13-244 to the extent of Bonds authorized thereunder and 60 days before the date of adoption of this Resolution No. 13-244 to the extent of increased authorization contained herein, all pursuant to Treasury Regulation §1.150-2.

Section 2. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on January 7, 2014.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

First Published in the Wichita Eagle on January 10, 2014

RESOLUTION NO. 14-017

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING A **FULL-SERVICE INTERCHANGE AT K-96 HIGHWAY AND GREENWICH ROAD AND CERTAIN OTHER STREET IMPROVEMENTS AND SIGNALIZATION ALONG THE K-96 AND GREENWICH CORRIDOR 472-85066** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING A **FULL-SERVICE INTERCHANGE AT K-96 HIGHWAY AND GREENWICH ROAD AND CERTAIN OTHER STREET IMPROVEMENTS AND SIGNALIZATION ALONG THE K-96 AND GREENWICH CORRIDOR 472-85066** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct a **full-service interchange at K-96 highway and Greenwich Road and certain other street improvements and signalization along the K-96 and Greenwich corridor 472-85066.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Two Million One Hundred Thirty-Two Thousand Two Hundred Eighty-Nine Dollars (\$2,132,289)** exclusive of the cost of interest on borrowed money, with 100 Percent payable by the improvement district.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

K-96 INTERCHANGE

A contiguous tract of land lying within portions of the Northwest and Southwest Quarters of Section 3, and within portions of the Northeast and Southeast Quarters of Section 4, all in Township 27 South, Range 2 East, of the Sixth Principal Meridian, said contiguous tract containing a portion of Reserve "A", Regency Lakes Commercial Addition, an addition to Wichita, Sedgwick County Kansas, AND ALSO, Reserve "A", Greenwich Business Park Addition, an addition to Wichita, Sedgwick County, Kansas, AND ALSO, a portion of Greenwich Road Right-of-Way, AND ALSO, a portion of Kansas State Highway 96 Road Right-of-Way as described in Condemnation Cases 87C-1432 and 87C-1434, said contiguous tract being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 3, being coincident with the Northwest corner of Greenwich Business Center Addition, an addition to Wichita, Sedgwick County, Kansas;

thence along the West line of said Section 3, being coincident with the West boundary of said addition on a Kansas coordinate system 1983 south zone bearing of S00°32'28"E, 1344.46 feet to a point on a South boundary of said addition; thence along said South boundary, N89°14'33"E, 60.00 feet to a point on said South boundary also being the POINT OF BEGINNING; thence continuing along said South boundary, N89°14'33"E, 2586.39 feet to the Southeast corner of Lot 17, Block 3, of said addition; thence along the southern most West boundary of said addition, S00°35'43"E, 1331.13 feet to the Center of said Section 3, also being the Northwest corner of The Fairmont, an addition to Wichita, Sedgwick County, Kansas; thence along the West boundary of said addition, S00°35'31"E, 1815.57 feet to a point on the North line of Kansas State Highway 96 Road Right-of-Way; thence along the said North Right-of-Way line the following two courses and distances; N24°06'17"W, 532.89 feet to a point on a non-tangent curve to the left, having a radius of 2039.86 feet, a central angle of 41°27'31", a chord bearing of N44°22'20"W, and a chord distance of 1444.03 feet; thence along the arc of said curve a distance of 1476.03 feet; thence S24°53'55"W, 267.55 feet to a point on the South line of said Kansas State Highway 96 Road Right-of-Way, also being a point on a northerly line of Reserve "A", Kensington Gardens, Sedgwick County, Kansas; thence along the northerly lines of said Reserve "A" for the next seven (7) courses, being coincident with the South lines of said Kansas State Highway 96 Road Right-of-Way, N66°46'02"W, 52.59 feet, thence S23°12'52"W, 30.01 feet; thence N66°46'54"W, 182.71 feet; thence N79°21'28"W, 273.05 feet; thence N88°11'43"W, 255.14 feet; thence S87°05'55"W, 411.65 feet; thence S58°27'27"W, 114.13 feet to a point on the East Right-of-Way line of said Greenwich Road, also being a point on a westerly line of said Reserve "A"; thence along said westerly line, S00°43'24"E, 574.37 feet to a westerly corner of said Reserve "A"; thence S89°16'10"W, 120.0 feet more or less to a point on the West Right-of-Way line of said Greenwich Road, also being a point on the East line of Lot 7, Block 1, Regency Lakes Commercial 3rd Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the East line of said Lot 7, N00°43'50"W, 148.40 feet to the Northeast corner of said Lot 7; thence along the North line of said Lot 7; S89°48'24"W, 325.71 feet; thence continuing along said North line and also along the North line of Reserve "A", Regency Lakes Commercial 2nd Addition, an addition to Wichita, Sedgwick County, Kansas, N73°57'21"W, 302.89 feet; thence continuing along North line of said Reserve "A" the following three courses and distances; N57°43'06"W, 366.66 feet; thence N65°25'19"W, 297.70 feet; thence N74°49'46"W, 179.58 feet to the Northwest corner of said addition, also being a point on the East line of Reserve "C", Regency Lakes, an addition to Wichita, Sedgwick County, Kansas; thence continuing along said East line, N00°43'50"W, 45.86 feet to the Northeast corner of said Reserve "C"; thence along the North line of said Reserve "C", N89°11'19"W, 175.06 feet to the Northwest corner of said Reserve "C"; thence N00°57'07"W, 360.49 feet to a point on the South boundary of Regency Park Addition, an addition to Wichita, Sedgwick County, Kansas; thence continuing along the said South boundary the following four courses and distances; N89°02'53"E, 434.62 feet; thence N54°11'18"E, 614.48 feet; thence N74°45'13"E, 316.18 feet; thence S89°59'32"E, 300.22 feet to the Southeast corner of Lot 13, Block 1, of said addition; thence N89°27'32"E, 120.0 feet more or less to a point on the East line of said Greenwich Road Right-of-Way established on Doc# FLMIPG 28739057; thence along said East Right-of-Way line, N00°32'28"W, 911.75 feet to the POINT OF BEGINNING,

EXCEPT,

COMMENCING at the West Quarter corner of said Section 3, thence along the west line of said Northwest Quarter on a Kansas coordinate system of 1983 south zone bearing of N00°32'28"W,

203.91 feet; thence N89°27'32"E, 60.00 feet to the POINT OF BEGINNING, thence N44°27'32"E, 130.71 feet; thence N89°27'32"E, 124.54 feet; thence N85°09'28"E, 60.00 feet; thence N89°27'32"E, 123.20 feet; thence S00°32'28"E, 223.18 feet; thence S89°07'40"W, 221.49 feet; thence S00°32'26"E, 75.00 feet; thence S89°07'40"W, 178.51 feet; thence N00°32'28"W, 203.57 feet to the POINT OF BEGINNING,

AND EXCEPT,

COMMENCING at the West Quarter corner of said Section 3, thence along the west line of said Northwest Quarter on a Kansas coordinate system of 1983 south zone bearing of N00°32'28"W, 1336.67 feet; thence N89°27'32"E, 60.00 feet to the POINT OF BEGINNING, thence N89°14'33"E, 400.00 feet; thence S00°32'28"E, 941.34 feet; thence S89°27'32"W, 113.93 feet; thence N85°22'10"W, 72.11 feet; thence S89°27'32"W 121.83 feet; thence N45°32'28"W, 130.71 feet; thence N00°32'28"W, 840.90 feet to the POINT OF BEGINNING,

AND EXCEPT,

COMMENCING at the West Quarter corner of said Section 3, thence along the west line of said Northwest Quarter on a Kansas coordinate system of 1983 south zone bearing of N00°32'28"W, 1336.67 feet; thence N89°27'32"E, 60.00 feet; thence N89°14'33"E, 743.00 feet to the POINT OF BEGINNING, thence N89°14'33"E, 1214.20 feet; thence S00°35'43"E, 1047.75 feet to a point on a non-tangent curve to the left, said non-tangent curve to the left having a radius of 1048.00 feet, a central angle of 25°18'06", a chord bearing of S77°53'25"E, and a chord distance of 459.04 feet, thence along the said curve to the left 462.79 feet; thence S89°27'32"W, 957.28 feet; thence N00°32'28"W, 692.47 feet; thence N89°27'31.88"E, 190.00 feet; thence N00°32'28"W, 250.16 feet to the POINT OF BEGINNING,

AND EXCEPT,

COMMENCING at the West Quarter corner of said Section 3, thence along the west line of said Northwest Quarter on a Kansas coordinate system of 1983 south zone bearing of N00°32'28"W, 300.84 feet; thence N89°27'32"E, 613.00 feet to the POINT OF BEGINNING, thence N89°27'32"E, 568.70 feet; thence S00°32'28"E, 470.23 feet; thence N73°43'09"W, 322.14 feet; thence N85°58'06"W, 261.18 feet; thence, N00°32'28"W 356.18 feet to the POINT OF BEGINNING.

CONTAINING 4,577,287 square feet or 105.08 acres more or less.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 7th day of
January, 2014.

CARL BREWER, MAYOR

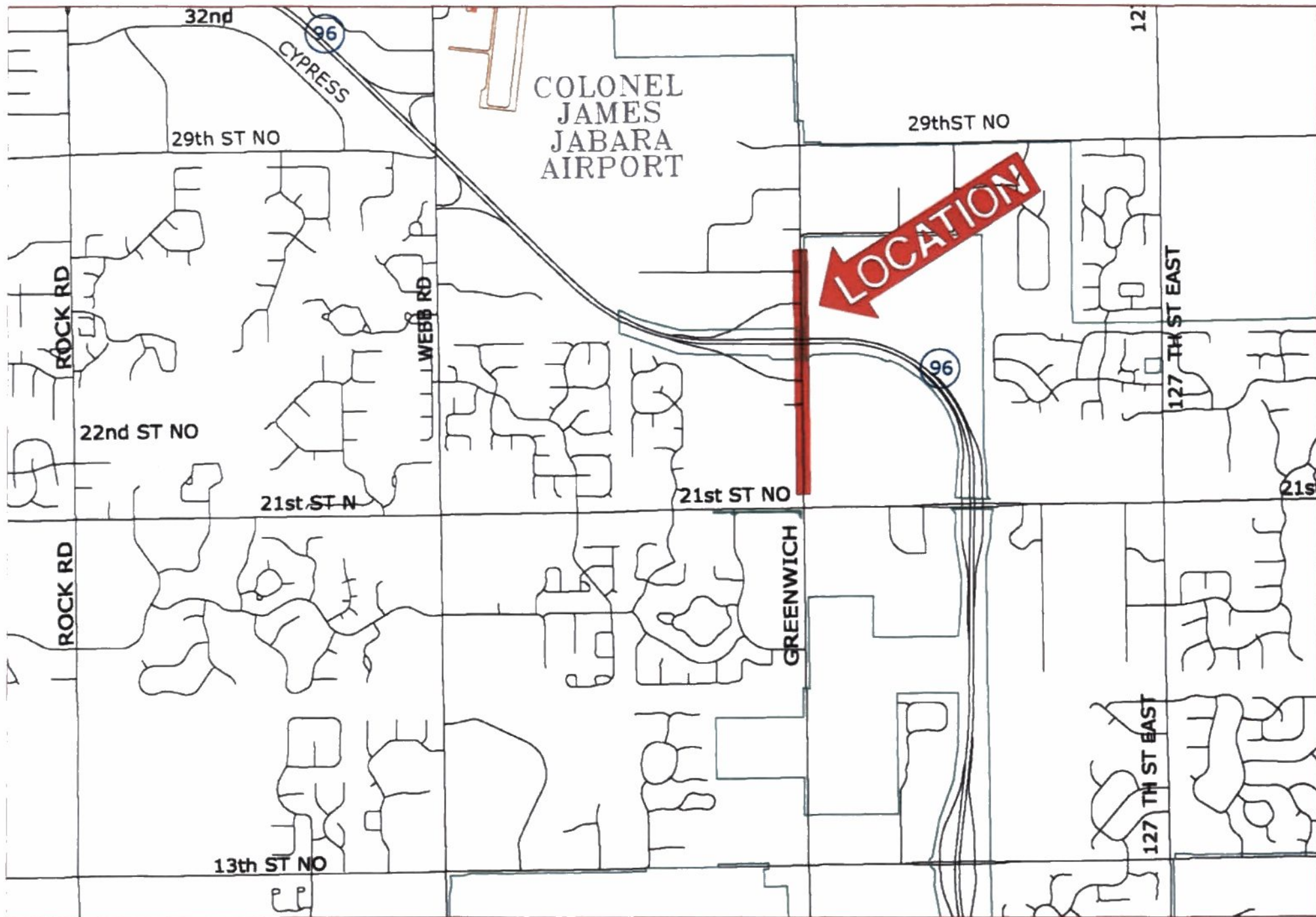
ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW



Project Request

☒ CIP ☐ Non-CIP CIP YEAR: 2012/2015 CIP #: _____

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: _____

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving ENGINEERING REFERENCE #: 472-85066

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: Jan 7, 2014 REQUEST DATE: _____

PROJECT #: 211506 PROJECT TITLE: K96 and Greenwich Interchange

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: K96 and Greenwich Interchange

OCA #: 707041 OCA TITLE: K96 and Greenwich Interchange

PERSON COMPLETING FORM: Joni Chamberlain PHONE #: 268-4548

PROJECT MANAGER: Shawn Mellis PHONE #: 268-4632

☐ NEW BUDGET ☒ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9800 LST	\$1,000,000.00	\$0.00	\$1,000,000.00
9720 G.O. Bonds	\$1,000,000.00	\$750,000.00	\$1,750,000.00
9729 Cabela's CID	\$1,500,000.00	\$0.00	\$1,500,000.00
9730 S.A. Bonds	\$0.00	\$2,132,289.00	\$2,132,289.00
	\$3,500,000.00	\$2,882,289.00	\$6,382,289.00

Expense Object Level 3			
2999 Contractuals	\$3,500,000.00	\$2,882,289.00	\$6,382,289.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Total Expense:	\$3,500,000.00	\$2,882,289.00	\$6,382,289.00

NOTES:

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

RECEIVED

DEC 24 '13

CITY CLERK OFFICE

**K-96 INTERCHANGE AND RELATED INFRASTRUCTURE IMPROVEMENT
DISTRICT PETITION**

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of 100% of the Lots, Parcels, and Tracts of real property described as follows:

K-96 INTERCHANGE AND RELATED INFRASTRUCTURE IMPROVEMENT DISTRICT (as described below)

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a full-service interchange at K-96 Highway and Greenwich Road and certain other street improvements and signalization along the K-96 and Greenwich corridor, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is \$9,500,000 exclusive of the cost of interest on borrowed money. The improvements shall be financed as follows:
 - (1) \$3,867,711 paid for with STAR Bond funds;
 - (2) \$1,000,000 of City general obligations bonds to be funded from the City's debt service fund;
 - (3) \$1,000,000 of City general obligation bonds to be funded from the City's local sales tax fund (LST);
 - (4) \$1,500,000 of City general obligation bonds to be funded from the proceeds of 0.2% of the overall 1.2% additional sales tax levied within the community improvement district created for the Cabela's retail store by Ordinance No. 48-791; and
 - (5) \$2,132,289 of City general obligation bonds to be funded from assessments levied upon the improvement district pursuant to this Petition, *provided, however*, that the sources of funds described in (1)-

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(4) must be exhausted prior to the levy of any assessments. Further, if the Interchange and Related Infrastructure Improvements cost less than \$9,500,000, the amount of assessments to be levied pursuant to this Petition shall be reduced by the amount of such savings.

- (c) That the land or area above described be constituted as an improvement district against which shall be assessed the portion of the total actual cost of the improvement for which the improvement district is liable, *provided, however*, that the amount payable from the assessment levied upon the improvement district shall not exceed \$2,132,289 as provided in section 1(b) herein.
- (d) That the method of assessment for the portion of costs of the improvement for which the improvement district shall be liable shall be on a per square foot basis of the platted lots.
- (e) Except as described in section 1(b) 1-4 above, no portion of the costs of the improvements shall be paid by city at large.

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

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WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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K-96 INTERCHANGE AND RELATED INFRASTRUCTURE IMPROVEMENT DISTRICT:

A contiguous tract of land lying within portions of the Northwest and Southwest Quarters of Section 3, and within portions of the Northeast and Southeast Quarters of Section 4, all in Township 27 South, Range 2 East, of the Sixth Principal Meridian, said contiguous tract containing a portion of Reserve "A", Regency Lakes Commercial Addition, an addition to Wichita, Sedgwick County Kansas, AND ALSO, Reserve "A", Greenwich Business Park Addition, an addition to Wichita, Sedgwick County, Kansas, AND ALSO, a portion of Greenwich Road Right-of-Way, AND ALSO, a portion of Kansas State Highway 96 Road Right-of-Way as described in Condemnation Cases 87C-1432 and 87C-1434, said contiguous tract being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 3, being coincident with the Northwest corner of Greenwich Business Center Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the West line of said Section 3, being coincident with the West boundary of said addition on a Kansas coordinate system 1983 south zone bearing of S00°32'28"E, 1344.46 feet to a point on a South boundary of said addition; thence along said South boundary, N89°14'33"E, 60.00 feet to a point on said South boundary also being the POINT OF BEGINNING; thence continuing along said South boundary, N89°14'33"E, 2586.39 feet to the Southeast corner of Lot 17, Block 3, of said addition; thence along the southern most West boundary of said addition, S00°35'43"E, 1331.13 feet to the Center of said Section 3, also being the Northwest corner of The Fairmont, an addition to Wichita, Sedgwick County, Kansas; thence along the West boundary of said addition, S00°35'31"E, 1815.57 feet to a point on the North line of Kansas State Highway 96 Road Right-of-Way; thence along the said North Right-of-Way line the following two courses and distances; N24°06'17"W, 532.89 feet to a point on a non-tangent curve to the left, having a radius of 2039.86 feet, a central angle of 41°27'31", a chord bearing of N44°22'20"W, and a chord distance of 1444.03 feet; thence along the arc of said curve a distance of 1476.03 feet; thence S24°53'55"W, 267.55 feet to a point on the South line of said Kansas State Highway 96 Road Right-of-Way, also being a point on a northerly line of Reserve "A", Kensington Gardens, Sedgwick County, Kansas; thence along the northerly lines of said Reserve "A" for the next seven (7) courses, being coincident with the South lines of said Kansas State Highway 96 Road Right-of-Way, N66°46'02"W, 52.59 feet, thence S23°12'52"W, 30.01 feet; thence N66°46'54"W, 182.71 feet; thence N79°21'28"W, 273.05 feet; thence N88°11'43"W, 255.14 feet; thence S87°05'55"W, 411.65 feet; thence S58°27'27"W, 114.13 feet to a point on the East Right-of-Way line of said Greenwich Road, also being a point on a westerly line of said Reserve "A"; thence along said westerly line, S00°43'24"E, 574.37 feet to a westerly corner of said Reserve "A"; thence S89°16'10"W, 120.0 feet more or less to a point on the West Right-of-Way line of said Greenwich Road, also being a point on the East line of Lot 7, Block

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1, Regency Lakes Commercial 3rd Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the East line of said Lot 7, N00°43'50"W, 148.40 feet to the Northeast corner of said Lot 7; thence along the North line of said Lot 7; S89°48'24"W, 325.71 feet; thence continuing along said North line and also along the North line of Reserve "A", Regency Lakes Commercial 2nd Addition, an addition to Wichita, Sedgwick County, Kansas, N73°57'21"W, 302.89 feet; thence continuing along North line of said Reserve "A" the following three courses and distances; N57°43'06" W, 366.66 feet; thence N65°25'19"W, 297.70 feet; thence N74°49'46"W, 179.58 feet to the Northwest corner of said addition, also being a point on the East line of Reserve "C", Regency Lakes, an addition to Wichita, Sedgwick County, Kansas; thence continuing along said East line, N00°43'50"W, 45.86 feet to the Northeast corner of said Reserve "C"; thence along the North line of said Reserve "C", N89°11'19"W, 175.06 feet to the Northwest corner of said Reserve "C"; thence N00°57'07"W, 360.49 feet to a point on the South boundary of Regency Park Addition, an addition to Wichita, Sedgwick County, Kansas; thence continuing along the said South boundary the following four courses and distances; N89°02'53"E, 434.62 feet; thence N54°11'18"E, 614.48 feet; thence N74°45'13"E, 316.18 feet; thence S89°59'32"E, 300.22 feet to the Southeast corner of Lot 13, Block 1, of said addition; thence N89°27'32"E, 120.0 feet more or less to a point on the East line of said Greenwich Road Right-of-Way established on Doc# FLM/PG 28739057; thence along said East Right-of-Way line, N00°32'28"W, 911.75 feet to the POINT OF BEGINNING,

EXCEPT,

COMMENCING at the West Quarter corner of said Section 3, thence along the west line of said Northwest Quarter on a Kansas coordinate system of 1983 south zone bearing of N00°32'28"W, 203.91 feet; thence N89°27'32"E, 60.00 feet to the POINT OF BEGINNING, thence N44°27'32"E, 130.71 feet; thence N89°27'32"E, 124.54 feet; thence N85°09'28"E, 60.00 feet; thence N89°27'32"E, 123.20 feet; thence S00°32'28"E, 223.18 feet; thence S89°07'40"W, 221.49 feet; thence S00°32'26"E, 75.00 feet; thence S89°07'40"W, 178.51 feet; thence N00°32'28"W, 203.57 feet to the POINT OF BEGINNING,

AND EXCEPT,

COMMENCING at the West Quarter corner of said Section 3, thence along the west line of said Northwest Quarter on a Kansas coordinate system of 1983 south zone bearing of N00°32'28"W, 1336.67 feet; thence N89°27'32"E, 60.00 feet to the POINT OF BEGINNING, thence N89°14'33"E, 400.00 feet; thence S00°32'28"E, 941.34 feet; thence S89°27'32"W, 113.93 feet; thence N85°22'10"W, 72.11 feet; thence S89°27'32"W 121.83 feet; thence N45°32'28"W, 130.71 feet; thence N00°32'28"W, 840.90 feet to the POINT OF BEGINNING,

AND EXCEPT,

COMMENCING at the West Quarter corner of said Section 3, thence along the west line of said Northwest Quarter on a Kansas coordinate system of 1983 south zone bearing of N00°32'28"W, 1336.67 feet; thence N89°27'32"E, 60.00 feet; thence N89°14'33"E, 743.00 feet to the POINT OF BEGINNING, thence N89°14'33"E, 1214.20 feet; thence S00°35'43"E, 1047.75 feet to a point on a non-tangent curve to the left, said non-tangent curve to the left having a radius of 1048.00 feet, a

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central angle of $25^{\circ}18'06''$, a chord bearing of $S77^{\circ}53'25''E$, and a chord distance of 459.04 feet, thence along the said curve to the left 462.79 feet; thence $S89^{\circ}27'32''W$, 957.28 feet; thence $N00^{\circ}32'28''W$, 692.47 feet; thence $N89^{\circ}27'31.88''E$, 190.00 feet; thence $N00^{\circ}32'28''W$, 250.16 feet to the POINT OF BEGINNING,

AND EXCEPT,

COMMENCING at the West Quarter corner of said Section 3, thence along the west line of said Northwest Quarter on a Kansas coordinate system of 1983 south zone bearing of $N00^{\circ}32'28''W$, 300.84 feet; thence $N89^{\circ}27'32''E$, 613.00 feet to the POINT OF BEGINNING, thence $N89^{\circ}27'32''E$, 568.70 feet; thence $S00^{\circ}32'28''E$, 470.23 feet; thence $N73^{\circ}43'09''W$, 322.14 feet; thence $N85^{\circ}58'06''W$, 261.18 feet; thence, $N00^{\circ}32'28''W$ 356.18 feet to the POINT OF BEGINNING.

CONTAINING 4,577,287 square feet or 105.08 acres more or less.

Signed:

WICHITA DESTINATION DEVELOPERS, INC.,

a Kansas corporation

By: 
Michael J. Boyd, President

Date: 09-05-2013

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AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief.

Kimi Reeton

Name

455 N. Main

Address

268-4632

Telephone Number

Sworn to and subscribed before me this 24 day of December 2013.



John Edwards

Deputy City Clerk

City of Wichita
City Council Meeting
January 7, 2014

TO: Mayor and City Council

SUBJECT: East Kellogg Right of Way Acquisition Project (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Adopt the bonding resolution.

Background: On August 3, 2010, the City Council approved a design concept for the expansion of East Kellogg to a six-lane freeway between Cypress (east of Webb Road) and 127th Street. On October 8, 2013, the City Council approved the \$104 million construction budget for the Webb Road interchange. Funding for the interchange includes \$11.2 million in Local Sales Tax (LST) funding and \$92.8 million in State TWORKS funds.

Analysis: The construction of the Kellogg and Webb interchange is slated to begin in 2014. In addition, State TWORKS program includes an additional \$69.4 million for the Kellogg and Greenwich interchange. Additional freeway construction would be expected to begin sometime after the completion of the Webb interchange. In preparation for utilizing State funding to construct the Greenwich interchange, staff has continued right of way acquisition near the intersection of Kellogg and Greenwich. Staff proposes initiating \$8.5 million in GO and GO/LST funding to facilitate necessary right of way purchases.

Financial Considerations: The 2011-2020 Adopted Capital Improvement Program (CIP) includes right of way funding for the Greenwich interchange. A total of \$15 million in LST funding is budgeted, with \$7.5 million in both 2015 and 2016. In preparation of the development of the 2014-2023 CIP, staff re-projected the capacity of the Local Sales Tax Fund. The coverage ratio is projected to decline, as the floodway flyover, arterial projects and construction of the east Kellogg freeway will all increase LST debt requirements. Based on the assumptions included in the financial model, the LST fund, although more highly leveraged, can sustain the advancement of the budgeted right of way project.

Legal Considerations: The Law Department has reviewed and approved the resolution as to form.

Recommendation/Action: It is recommended that the City Council adopt the bonding resolution,

Attachment: Project budget sheet and resolution.

RESOLUTION NO. 14-016

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY COSTS ASSOCIATED WITH THE EXPANSION OF KELLOGG AVENUE IN THE CITY.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State of Kansas (the “State”); and

WHEREAS, governing body of the City (the “Governing Body”), pursuant to the Constitution and statutes of the State, has heretofore authorized the expansion of Kellogg Avenue in the City, including the acquisition of land necessary therefore, the costs of which are to be financed, in whole or in part, by the issuance of general obligation bonds of the City; and

WHEREAS, the Governing Body deems it advisable, in connection with such Kellogg Avenue project, to acquire additional land near the intersection of Kellogg Avenue and Greenwich Road (the “Property”) at an estimated acquisition cost and related expenses of not to exceed \$8,500,000; and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Public Improvements Act”), to issue general obligation bonds of the City for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to finance the acquisition of the Property and related expenses by the issuance of general obligation bonds of the City pursuant to the Public Improvements Act; and

WHEREAS, pursuant to the authority of K.S.A. 12-187 *et seq.* (the “Sales Tax Act”), Sedgwick County, Kansas (the “County”), currently imposes a one percent (1%) Countywide retailer sales tax (the “Sales Tax”), the revenues of which are apportioned in the manner set forth in the Sales Tax Act among the County and the cities located within the County, including the City; and

WHEREAS, the City is also authorized pursuant to the Sales Tax Act, particularly K.S.A. 12-195b, to issue general obligation bonds secured by a pledge of its portion of the Sales Tax, provided certain procedural requirements contained in the Sales Tax Act are satisfied; and

WHEREAS, the Governing Body has heretofore pledged 50% of the revenues allocated to the City from the Sales Tax for the purpose of providing for payment of local road, highway, and bridge projects and the payment of indebtedness issued to pay the costs thereof; and

WHEREAS, the Governing Body hereby finds and determines it to be necessary and advisable to authorize the issuance issue general obligation sales tax bonds in order to finance the costs of the acquisition of the Property and related expenses; and

WHEREAS, the Sales Tax Act further requires that, before the Governing Body shall issue any general obligation sales tax bonds, it shall cause to be prepared a comprehensive feasibility study showing that revenues received by the City from the Sales Tax would be sufficient to retire such general obligation sales tax bonds.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Property be acquired.

Section 2. Project Financing. All or a portion of the costs of the acquisition of the Project and related expenses, including interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds issued pursuant to the Improvements Act. All or a portion of the costs of the acquisition of the Project and related expenses, including interest on financing and administrative and financing costs are also authorized to be financed with the proceeds of general obligation sales tax bonds issued pursuant to the Sales Tax Act, subject to the procedural requirements of K.S.A. 12-195b. The authorization to acquire the Property and finance the same shall be in addition to any other financing authorizations approved by the Governing Body.

Section 3. Reimbursement. The general obligation bonds and general obligation sales tax bonds authorized herein may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

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ADOPTED by the City Council of the City of Wichita, Kansas, on January 7, 2014.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
January 7, 2014

TO: Mayor and City Council

SUBJECT: ZON2013-00033 – Zone change request from SF-5 Single-family Residential to TF-3 Two-family Residential, generally located west of Edwards Street and north of 10th Street (1103 N. Edwards St.) (District VI)

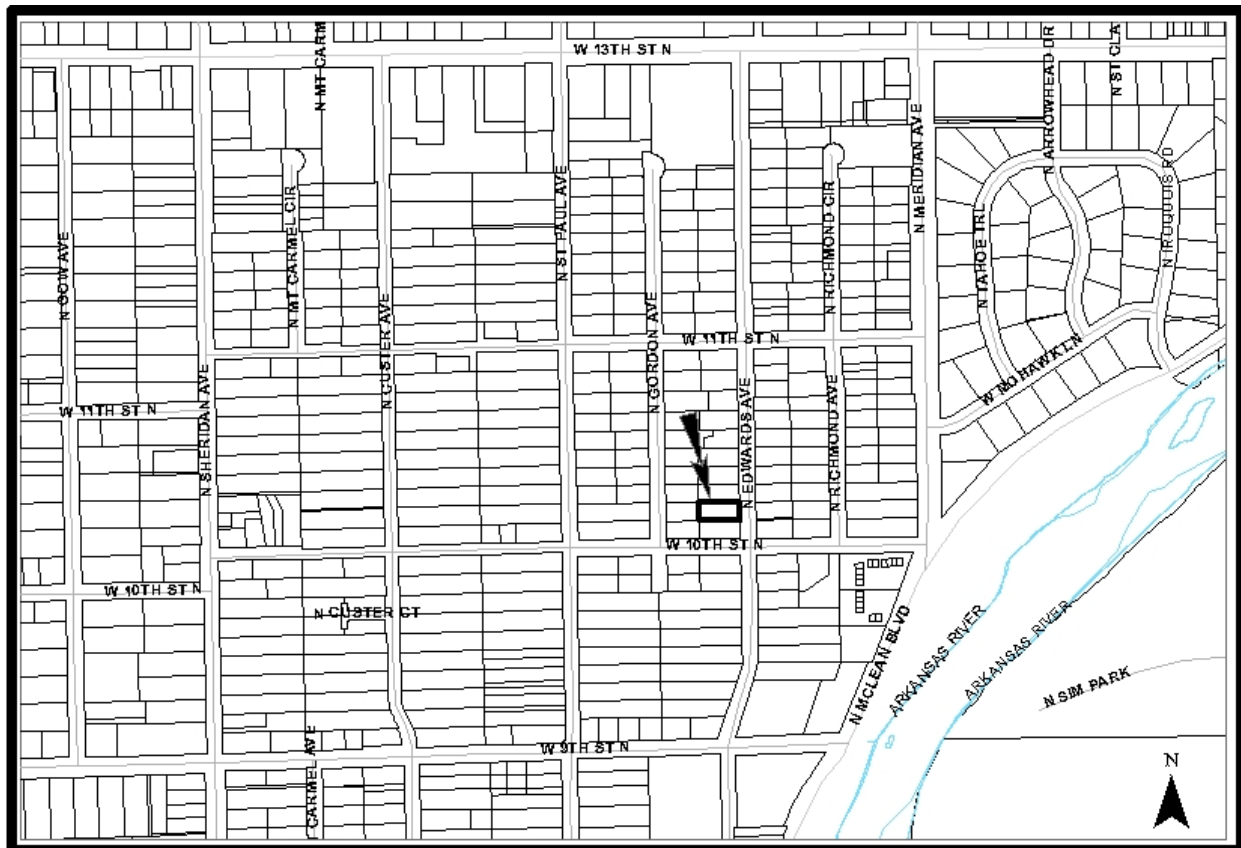
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (8-0).

DAB Recommendation: District Advisory Board VI recommended approval of the request (5-0).

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended approval of the request.



Background: The applicant requests TF-3 Two-Family Residential (TF-3) zoning on a vacant, platted lot. The .23-acre site is currently zoned SF-5 Single-Family Residential (SF-5). The Unified Zoning Code requires a minimum lot size of 3000 square feet per dwelling unit for duplex development. The site's 9,900 square feet could accommodate one duplex with a total of two dwelling units.

The surrounding neighborhood is primarily zoned SF-5 and developed with single-family residences. A mixture of TF-3 zoning, multi-family zoning and office zoning exists within surrounding blocks. North of the site on Edwards Street are SF-5 zoned single-family residences and TF-3 zoned duplexes and single-family residences. South of the site on Edwards Street are SF-5 zoned single-family residences and a GO General Office (GO) zoned multi-family development. East of the site are SF-5 zoned single-family residences, TF-3 zoned duplexes one block to the east and MF-29 Multi-family Residential (MF-29) zoned multi-family dwellings on 10th Street. West of the site are SF-5 zoned single-family residences, an electric utility facility and TF-3 zoned single and two-family residences three blocks to the west.

Analysis: District Advisory Board (DAB) VI heard the rezone request on December 2, 2013, and recommended (5-0) approval. No citizens spoke at the DAB hearing on this request.

At the Metropolitan Area Planning Commission (MAPC) meeting held on November 21, 2013, the MAPC voted (8-0) to recommend approval of the request. No citizens spoke at the MAPC hearing and no protests were filed on this request.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

Legal Considerations: The Law Department has reviewed and approved the ordinance as to form.

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the zone change request, place the ordinance on first reading and authorize the Mayor to sign the ordinance (simple majority vote required).

Attachments:

- Ordinance
- MAPC minutes
- DAB memo

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2013-00033

Zone change from SF-5 Single-family Residential (SF-5) to TF-3 Two-family Residential (TF-3) on approximately .23 acres described as:

The East 150 feet of Lot 23, Park Vista Addition to Wichita, Sedgwick County, Kansas.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Gary E. Rebenstorf, City Attorney

EXCERPT MINUTES OF THE NOVEMBER 21, 2013 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2013-00033 - Jeffrey Niedens (owner) request a City zone change from SF-5 Single-family Residential to TF-3 Two-family Residential on property described as:

The East 150 feet of Lot 23, Park Vista Addition, Sedgwick County, Kansas.

BACKGROUND: The applicant requests TF-3 Two-Family Residential (TF-3) zoning on a vacant, platted lot. The .23-acre site is currently zoned SF-5 Single-Family Residential (SF-5). The Unified Zoning Code requires a minimum lot size of 3000 square feet per dwelling unit for duplex development. The site's 9,900 square feet could accommodate one duplex with a total of two dwelling units.

The surrounding neighborhood is primarily zoned SF-5 and developed with single-family residences. A mixture of TF-3 zoning, multi-family zoning and office zoning exists within surrounding blocks. North of the site on Edwards Street are SF-5 zoned single-family residences and TF-3 zoned duplexes and single-family residences. South of the site on Edwards Street are SF-5 zoned single-family residences and a GO General Office (GO) zoned multi-family development. East of the site are SF-5 zoned single-family residences, TF-3 zoned duplexes one block to the east and MF-29 Multi-family Residential (MF-29) zoned multi-family dwellings on 10th Street. West of the site are SF-5 zoned single-family residences, an electric utility facility and TF-3 zoned single and two-family residences three blocks to the west.

CASE HISTORY: The site was platted as a portion of Lot 23 of the Park Vista Addition in 1933. Aerial photographs back to 1997 show the site vacant.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5, TF-3	Single-family residences, duplexes
SOUTH:	SF-5, GO	Single-family residences, apartments
EAST:	SF-5, TF-3, MF-29	Single-family residences, duplexes, apartments
WEST:	SF-5, TF-3	Single-family residences, duplexes, electric utility

PUBLIC SERVICES: Edwards Street is a paved, two-lane local street at this location with a 60-foot right-of-way. All public services are available to the site.

CONFORMANCE TO PLANS/POLICIES: The *2030 Wichita Functional Land Use Guide* of the Comprehensive Plan identifies the site as "urban residential." The urban residential category encompasses areas that reflect the full diversity of residential development densities and types, including duplexes, typically found in large urban municipality. The UZC identifies TF-3 zoning as being generally compatible with the urban residential category.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED**.

This recommendation is based on the following findings:

- (1) The zoning, uses and character of the neighborhood:** The surrounding neighborhood is primarily zoned SF-5 and developed with single-family residences. A mixture of TF-3 zoning, multi-family zoning and office zoning exists within surrounding blocks. North of the site on Edwards Street are SF-5 zoned single-family residences and TF-3 zoned duplexes and single-family residences. South of the site on Edwards Street are SF-5 zoned single-family residences and a GO zoned multi-family development. East of the site are SF-5 zoned single-family residences, TF-3 zoned

duplexes one block to the east and MF-29 zoned multi-family dwellings on 10th Street. West of the site are SF-5 zoned single-family residences, an electric utility facility and TF-3 zoned single and two-family residences three blocks to the west.

- (2) **The suitability of the subject property for the uses to which it has been restricted:**
The site is currently zoned SF-5 and could be developed with a single-family residence, similar to most surrounding properties. The site has remained vacant as zoned for a significant amount of time.
- (3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** Impact on surrounding property due to the requested zone change should be minimal; duplexes and TF-3 zoning are common within the surrounding blocks. A duplex on the site could be better for the neighborhood than a vacant lot.
- (4) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The *2030 Wichita Functional Land Use Guide* of the Comprehensive Plan identifies the site as “urban residential.” The urban residential category encompasses areas that reflect the full diversity of residential development densities and types, including duplexes, typically found in large urban municipality. The UZC identifies TF-3 zoning as being generally compatible with the urban residential category.
- (5) **Impact of the proposed development on community facilities:** All services are in place, any increased demand on community facilities can be handled by existing infrastructure.

JESS MCNEELY, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

WARREN moved, J. JOHNSON seconded the motion, and it carried (8-0).



INTEROFFICE MEMORANDUM

TO: MAPC Members

FROM: Terri Dozal, Neighborhood Assistant, District VI

SUBJECT: ZON2013-00033 City zone change from SF-5 Single-family Residential to TF-3 Two-family Residential generally located west of Edwards and north of 10th (1103 N. Edwards).

DATE: Dec. 4, 2013

On Monday, Dec. 2, 2013 the District VI Advisory Board (DAB) considered City zone change from SF-5 Single-family Residential to TF-3 Two-family Residential generally located west of Edwards and north of 10th

The members were provided the MAPD staff report for review prior to the meeting. *Bill Longnecker, Planner* presented the case background, reviewed the staff recommendation and answered questions of members and the public.

The Board made no comments or asked questions.

There were no members of the public to speak in favor or opposition of this request.

******Action:** The District VI Advisory Board members made a motion to recommend to City Council Approval (5-0) for the zone change based on staff recommendations.

Please review this information when ZON2013-00033 is considered.

mtd

City of Wichita
City Council Meeting
January 7, 2014

TO: Mayor and City Council

SUBJECT: ZON2013-00034 and CON2013-00030 – Zone change request from SF-5 Single-family Residential and GC General Commercial to LI Limited Industrial and Conditional Use to permit “wrecking and salvage” on property generally located on the north side of East MacArthur Road, midway between South Hydraulic Avenue and I-135 (1200 East MacArthur Road). (District III)

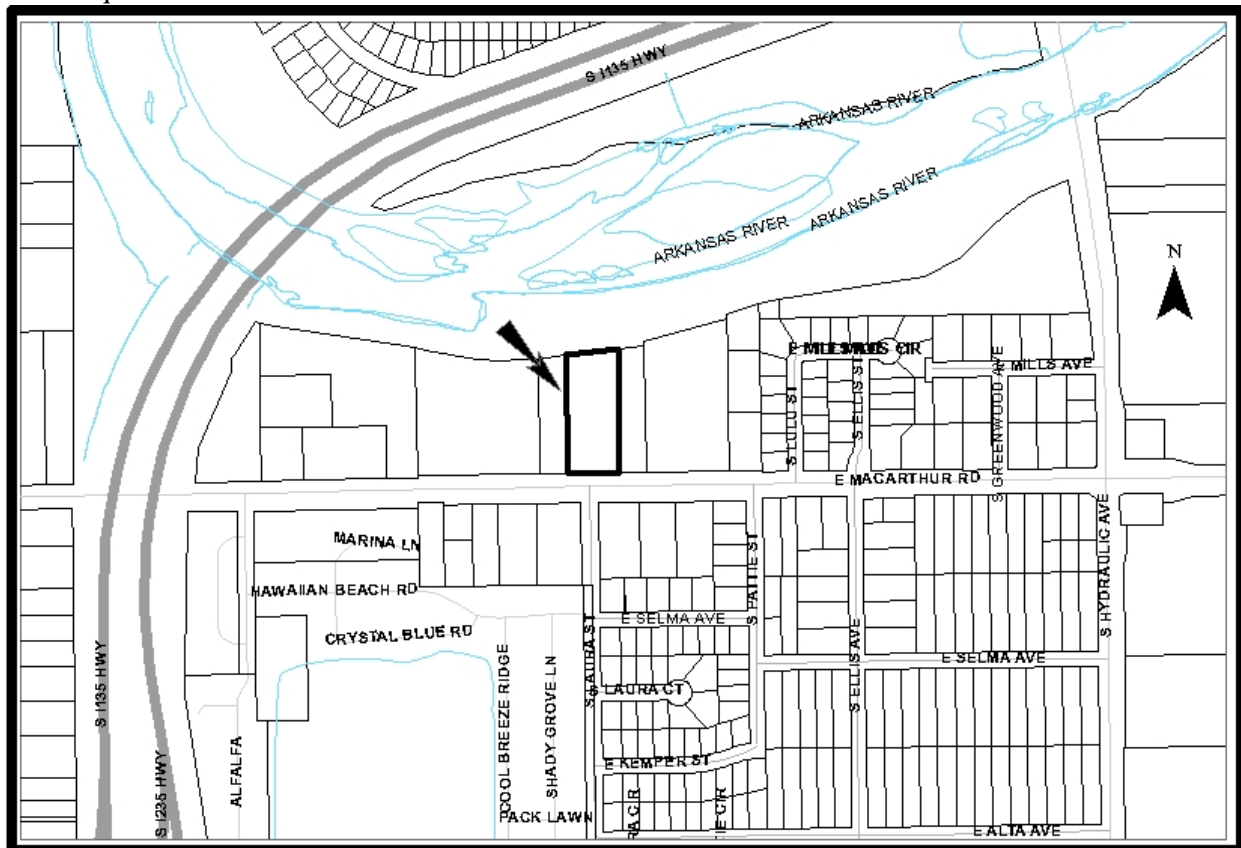
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The Metropolitan Area Planning Commission recommended approval of the request (8-0).

DAB Recommendation: District Advisory Board III recommended approval of the request (8-0).

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended approval of the request.



Background: The application area is 2.13 acres located on the north side of East MacArthur Road, 1,680 feet east of I-135 (1200 East MacArthur Road). The property is platted as the Wilson & Brown 2nd Addition, and is currently occupied by Auto Recyclers of Kansas, which appears to be engaged in “wrecking and salvage” activity. The first approximately 55 feet of the application area is zoned SF-5 Single-family Residential (SF-5); the remaining approximately 389 feet of the property is zoned GC General Commercial (GC). The applicant is requesting LI Limited Industrial (LI) zoning and “conditional use” approval to permit “wrecking and salvage.” The reason given by the applicant for the current application is an intention to build a canopy next to the existing building that fronts East MacArthur. See the attached site plan which depicts the existing building and the proposed canopy. The existing building and proposed canopy will be used to support the site’s existing “wrecking and salvage” operation. The site plan also indicates the applicant leases property for his business activities from the property owner located to the east. Existing fencing is shown on the site plan as are 17 parking spaces.

In 2010, the applicant was granted LI zoning and a “conditional use” for “wrecking and salvage” on an abutting three acres located immediately west of the northernmost 219 feet of the current application (labeled on the site plan as “area already approved for wrecking/salvage.” If approved, the current application would bring the site’s use into conformance with existing Unified Zoning Code (UZC) standards. The applicant’s agent indicates the current business had been in operation at this location for some 10 to 12 years. The applicant also owns the land located immediately west of the application area, south of the three acres noted above that were zoned LI with a “conditional use” to permit “wrecking and salvage” (labeled on the site plan “area not approved for wrecking/salvage, but owned by applicant).”

The UZC permits a “wrecking and salvage yard” in the LI Limited Industrial (LI) and GI General Industrial (GI) districts, subject to Supplementary Use Regulations Section III-D.6.e and dd. “Wrecking and salvage yard” in the LI and GI districts may be approved as a “conditional use” provided that such operation: 1) is not abutting an arterial street, expressway or freeway; 2) in the opinion of the Planning Commission, will not adversely affect the character of the neighborhood; and 3) is enclosed by a fence or wall not less than eight feet in height and having cracks and openings not in excess of five percent of the area of such fence. The outdoor storage and/or bailing of junk, scrap, paper, bottles, rags or similar materials are prohibited.

The submitted site plan and legal description for the zone change and the “conditional use” do not appear to comply with Supplementary Use Regulation Section III-D.6.e.1 that does not permit “wrecking and salvage” operations on property abutting an arterial street, expressway or freeway. The segment of East MacArthur Road abutting the application is designated by the 2030 Transportation Plan as an arterial street. There is a longstanding interpretation by the “zoning administrator” that if a “wrecking and salvage” operation is located 150 feet away from street right-of-way then the “wrecking and salvage” use is judged to comply with Supplementary Use Regulation III-D.6.e.1. The 150-foot distance falls approximately at the rear of the existing building shown on the site plan. The UZC permits the City Council to modify or waive Supplementary Use Regulations. The site plan also depicts the removal of existing fencing along the front of the proposed canopy, which would not be consistent with Supplementary Use Regulation III-D.6.e.3.

A presumed nonconforming salvage yard is located on GC zoned property that abuts the application area’s east property line (labeled on the site plan as “leased property.” To the east there is a restaurant on abutting GC zoned land. Further east, there is also a MH Manufactured Housing (MH) zoned manufactured home park. To the west is a LI zoned wrecking and salvage yard and a GC zoned vehicle storage yard. Located south of the site, across MacArthur Road is a LC zoned apartment complex and GC zoned vacant land. The Arkansas River is located directly north of the site, including the Wichita-Valley Center Riverside Levee.

Analysis: At its meeting of November 21, 2013, the Metropolitan Area Planning Commission (MAPC) approved (8-0) the request on its consent agenda, subject to conferring with the Stormwater Engineer regarding any restrictions on the applicant’s use of the area labeled on the site plan as “10’ utility easement” and the following conditions.

1. The Conditional Use shall permit the dismantling, storage and shipping of motor vehicles, appliances and other industrial scrap materials.
2. The site shall be developed and operated in compliance with all of the conditions of UZC, Art III, Sec. III-D.6.e, including the use of approved fencing or wall materials, and the approved site plan. The site plan shall be revised to provide screening where required by the code or as a condition of approval. If necessary, a revised site plan that depicts all conditions of approval shall be submitted within 30 days of final approval for review and approval by the Director of Planning.
3. Employee parking spaces shall be provided per the UZC on an area paved with asphalt or concrete.
4. Stored materials, containers or bales shall be stored on a surface approved the Metropolitan Area Building and Construction Department.
5. No scrap vehicles or scrap metal/appliances waiting to be processed shall be visible from ground-level view from any public right-of-way or abutting properties.
6. Storage of all of scrap materials (vehicles, metals, appliances, etc., including bales of the just mentioned) waiting to be processed and the containers they are stored in shall be organized and be installed in an orderly manner, including an exposed perimeter, as specified by Environmental Services to prevent rodent harborage and breeding.
7. The applicant shall maintain at all times an active program for the eradication and control of rodents.
8. Weeds shall be controlled within the subject property and adjacent to and along the outside perimeter of the screening fence.
9. Any locking devices on entrance gates shall meet Fire Department requirements. Access to and within the site shall be provided by fire lanes per the direction and approval of the Fire Department.
10. Access to the subject property shall be provided for on-going inspections of the site for groundwater and soil contaminants by Environmental Services and other applicable governmental agencies. If the inspections determine it to be necessary, the applicant shall be required to install monitoring wells and/or perform soil testing on the property to monitor the quality of groundwater and/or soil, and shall pay the cost of an annual groundwater and/or soil test for contaminants as designated by the Environmental Services.
11. Notification shall be given to Environmental Services of any on-site storage of fuels, oils, chemicals, or hazardous wastes or materials. A disposal plan for fuels, oils, chemicals, or hazardous wastes or materials shall be placed on file with Environmental Services. All manifests for the disposal of fuels, oils, chemicals, or hazardous wastes or materials must be kept on file at the site and available for review by the Environmental Services.
12. The applicant shall implement a drainage plan approved the City Engineer prior to the commencement of operations that minimizes non-point source contamination of surface and ground water.
13. The applicant shall obtain and maintain all applicable local, state, and federal permits necessary for the operation of the storage of scrap metal waiting to be processed and storage of the scrap metal bales.

14. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

There were not any members of the public present to speak regarding the application.

As a result of discussions with the Stormwater Engineer, the applicant will remove the area labeled on the site plan as “10’ utility easement” from the area approved for use as “wrecking and salvage.”

District Advisory Board III reviewed the application on December 4, 2013, and recommended approval unanimously (8-0). There were not any members of the public present to speak regarding the application.

There have not been any protests filed. Approval of the request as recommended by the MAPC requires a simple majority.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

Legal Considerations: The Law Department has reviewed and approved the ordinance as to form.

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC, and approve the zone change to LI Limited Industrial and the conditional use to permit “wrecking and salvage” subject to the recommended conditions; authorize the Mayor to sign the zone change ordinance and place the ordinance on first reading (simple majority vote required).

Attachments: MAPC minutes, DAB memo, ordinance, resolution and site plan.

RESOLUTION No. 14-008

A RESOLUTION AUTHORIZING A CONDITIONAL USE TO PERMIT A NIGHT CLUB ON APPROXIMATELY 0.38-ACRE ZONED LC LIMITED COMMERCIAL (LC), GENERALLY LOCATED SOUTHEAST OF THE INTERSECTION OF EAST LINCOLN STREET AND SOUTH IDA AVENUE, IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 44-975 AS AMENDED.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS:

SECTION 1. That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, for a Conditional Use to allow a Night Club, on approximately 0.38-acre zoned LC Limited Commercial (LC) legally described below:

Case No. CON2013-00030 (associated with ZON2013-00034)

A Conditional Use to allow “wrecking and salvage” on approximately 2.13 acres zoned LI Limited Industrial (LI) generally located north of East MacArthur Road, 1,680 feet east of I-135 (1200 East MacArthur Road) described as:

Lot 1, Wilson & Brown Addition, all in Wichita, Sedgwick County, Kansas

SUBJECT TO THE FOLLOWING CONDITIONS:

1. The Conditional Use shall permit the dismantling, storage and shipping of motor vehicles, appliances and other industrial scrap materials.
2. The site shall be developed and operated in compliance with all of the conditions of UZC, Art III, Sec. III-D.6.e, including the use of approved fencing or wall materials, and the approved site plan. The site plan shall be revised to provide screening where required by the code or as a condition of approval. If necessary, a revised site plan that depicts all conditions of approval shall be submitted within 30 days of final approval for review and approval by the Director of Planning.
3. Employee parking spaces shall be provided per the UZC on an area paved with asphalt or concrete.
4. Stored materials, containers or bales shall be stored on a surface approved the Metropolitan Area Building and Construction Department.
5. No scrap vehicles or scrap metal/appliances waiting to be processed shall be visible from ground-level view from any public right-of-way or abutting properties.
6. Storage of all of scrap materials (vehicles, metals, appliances, etc., including bales of the just mentioned) waiting to be processed and the containers they are stored in shall be organized and be installed in an orderly manner, including an exposed perimeter, as specified by Environmental Services to prevent rodent harborage and breeding.
7. The applicant shall maintain at all times an active program for the eradication and control of rodents.

8. Weeds shall be controlled within the subject property and adjacent to and along the outside perimeter of the screening fence.
9. Any locking devices on entrance gates shall meet Fire Department requirements. Access to and within the site shall be provided by fire lanes per the direction and approval of the Fire Department.
10. Access to the subject property shall be provided for on-going inspections of the site for groundwater and soil contaminants by Environmental Services and other applicable governmental agencies. If the inspections determine it to be necessary, the applicant shall be required to install monitoring wells and/or perform soil testing on the property to monitor the quality of groundwater and/or soil, and shall pay the cost of an annual groundwater and/or soil test for contaminants as designated by the Environmental Services.
11. Notification shall be given to Environmental Services of any on-site storage of fuels, oils, chemicals, or hazardous wastes or materials. A disposal plan for fuels, oils, chemicals, or hazardous wastes or materials shall be placed on file with Environmental Services. All manifests for the disposal of fuels, oils, chemicals, or hazardous wastes or materials must be kept on file at the site and available for review by the Environmental Services.
12. The applicant shall implement a drainage plan approved the City Engineer prior to the commencement of operations that minimizes non-point source contamination of surface and ground water.
13. The applicant shall obtain and maintain all applicable local, state, and federal permits necessary for the operation of the storage of scrap metal waiting to be processed and storage of the scrap metal bales.
14. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

SECTION 2. That upon the taking effect of this Resolution, the notation of such Conditional Use permit shall be shown on the "Official Zoning District Map" on file in the office of the Planning Director of the Wichita-Sedgwick County Metropolitan Area Planning Department.

SECTION 3. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, City Attorney

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2013-00034 (associated with CON2013-00030)

Zone change from SF-5 Single-family Residential (SF-5) and GC General Commercial (GC) to LI Limited Industrial (LI) on property containing approximately 2.13 acres located north of East MacArthur Road, 1,680 feet east of I-135 (1200 East MacArthur Road) and described as:

Lot 1, Wilson & Brown Addition to Wichita, Sedgwick County, Kansas.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 14th day of January, 2014.

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Gary E. Rebenstorf, City Attorney

**EXCERPT MINUTES OF THE NOVEMBER 21, 2013 WICHITA-SEDGWICK
COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING**

Case No.: ZON2013-00034 and CON2013-00030 - Barakeh Property LLC / K.E. Miller Engineering, P.A. request a City zone change from SF-5 Single-family Residential and GC General Commercial to LI Limited Industrial and City Conditional Use to permit wrecking/salvage on property described as:

Lot 1, Wilson & Brown Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The application area is 2.13 acres located on the north side of East MacArthur Road, 1,680 feet east of I-135 (1200 East MacArthur Road). The property is platted as the Wilson & Brown 2nd Addition, and is currently occupied by Auto Recyclers of Kansas, which appears to be engaged in “wrecking and salvage” activity. The first approximately 55 feet of the application area is zoned SF-5 Single-family Residential (SF-5); the remaining approximately 389 feet of the property is zoned GC General Commercial (GC). The applicant is requesting LI Limited Industrial (LI) zoning and “conditional use” approval to permit “wrecking and salvage.” The reason given by the applicant for the current application is an intention to build a canopy next to the existing building that fronts East MacArthur. See the attached site plan which depicts the existing building and the proposed canopy. The existing building and proposed canopy will be used to support the site’s existing “wrecking and salvage” operation. The site plan also indicates the applicant leases property for his business activities from the property owner located to the east. Existing fencing is shown on the site plan as are 17 parking spaces.

In 2010, the applicant was granted LI zoning and a “conditional use” for “wrecking and salvage” on an abutting three acres located immediately west of the northernmost 219 feet of the current application (labeled on the site plan as “area already approved for wrecking/salvage.” If approved, the current application would bring the site’s use into conformance with existing Unified Zoning Code (UZC) standards. The applicant’s agent indicates the current business had been in operation at this location for some 10 to 12 years. The applicant also owns the land located immediately west of the application area, south of the three acres noted above that were zoned LI with a “conditional use” to permit “wrecking and salvage” (labeled on the site plan “area not approved for wrecking/salvage, but owned by applicant).”

The UZC permits a “wrecking and salvage yard” in the LI Limited Industrial (LI) and GI General Industrial (GI) districts, subject to Supplementary Use Regulations Section III-D.6.e and dd. “Wrecking and salvage yard” in the LI and GI districts may be approved as a “conditional use” provided that such operation: 1) is not abutting an arterial street, expressway or freeway; 2) in the opinion of the Planning Commission, will not adversely affect the character of the neighborhood; and 3) is enclosed by a fence or wall not less than eight feet in height and having cracks and openings not in excess of five percent of the area of such fence. The outdoor storage and/or bailing of junk, scrap, paper, bottles, rags or similar materials are prohibited.

The submitted site plan and legal description for the zone change and the “conditional use” do not appear to comply with Supplementary Use Regulation Section III-D.6.e.1 that does not permit “wrecking and salvage” operations on property abutting an arterial street, expressway or freeway. The segment of East MacArthur Road abutting the application is designated by the 2030 Transportation Plan as an arterial street. There is a longstanding interpretation by the “zoning administrator” that if a “wrecking and salvage” operation is located 150 feet away from street right-of-way then the “wrecking and salvage” use is judged to comply with Supplementary Use Regulation III-D.6.e.1. The 150-foot distance falls approximately at the rear of the existing building shown on the site plan. The UZC permits the City Council to modify or waive Supplementary Use Regulations. The site plan also depicts the removal of existing fencing along the front of the proposed canopy, which would not be consistent with Supplementary Use Regulation III-D.6.e.3.

A presumed nonconforming salvage yard is located on GC zoned property that abuts the application area's east property line (labeled on the site plan as "leased property." To the east there is a restaurant on abutting GC zoned land. Further east, there is also a MH Manufactured Housing (MH) zoned manufactured home park. To the west is a LI zoned wrecking and salvage yard and a GC zoned vehicle storage yard. Located south of the site, across MacArthur Road is a LC zoned apartment complex and GC zoned vacant land. The Arkansas River is located directly north of the site, including the Wichita-Valley Center Riverside Levee.

CASE HISTORY: On November 7, 1963, the MAPC approved a request to zone some or all the application area from AA One-family Residential (today's SF-5 district) to C General Commercial district (today's GC district). Also on November 7, 1963, the MAPC approved the Wilson and Brown Addition. The MAPC's November 7, 1963, minutes also indicate Charles P. Brown stated that he wanted to build a masonry-type building to be used for retail and wholesale of automobile parts and storage of such parts. In 2005, the property was granted an "administrative adjustment" to waive the 25-foot compatibility setback to construct a new building on property zoned GC adjoining SF-5 zoning (BZA2005-000044).

ADJACENT ZONING AND LAND USE:

North: Unzoned; Arkansas River and I-135 right-of-way

South: GC and LC; apartments and vacant

East: GC and LC; nonconforming wrecking and salvage, restaurant/commercial building

West: LI and GC; wrecking and salvage, vehicle storage, contractor's storage yard

PUBLIC SERVICES: The application area is part of a site that has access to MacArthur Road, a principal arterial street that is four lanes with a raised median and a center turn lane between Broadway and Hydraulic. I-135 crosses over MacArthur but has no access to it. Traffic volumes at MacArthur and Broadway were approximately 12,000 AADT (annual average daily traffic) in 2007.

CONFORMANCE TO PLANS/POLICIES: The 2030 *Wichita Functional Land Use Guide* map of the Comprehensive Plan classifies the general location as appropriate for "local commercial" development. Wrecking/salvage yards are an inappropriate use for this classification. However, there is an existing LI zoned and "conditional use" approved salvage operation located to the west on property owned by the applicant. There is also and a presumed nonconforming "wrecking and salvage" use located to the east. In similar circumstances the MAPC has often viewed similar requests as an expansion of an existing use, and allowed the request despite the map designation.

The Industrial Locational Guidelines of the Comprehensive Plan recommend that industrial uses should be located in close proximity to support services and provide good access to major arterials, truck routes, belt highways, utility trunk lines, along railroads, near airports and as extensions of existing industrial uses; the site has access to an arterial and the other uses north of MacArthur are more intensive than normally associated with local commercial designation. Industrial uses should be located away from existing or planned residential areas, and sited so as not to generate travel through less intensive land uses. The proposed site is located across from three isolated residences (one is on commercial zoning), and near some manufactured home parks. The application area is located near the new senior apartments under construction to the southeast but the apartments are being constructed on LC zoned land and they are located farther from this site than the existing nonconforming salvage operation.

RECOMMENDATION: Based upon this information available prior to the public hearings, planning staff recommends that the request be APPROVED subject to the following conditions:

1. The Conditional Use shall permit the dismantling, storage and shipping of motor vehicles, appliances and other industrial scrap materials.

2. The site shall be developed and operated in compliance with all of the conditions of UZC, Art III, Sec. III-D.6.e, including the use of approved fencing or wall materials, and the approved site plan. The site plan shall be revised to provide screening where required by the code or as a condition of approval. If necessary, a revised site plan that depicts all conditions of approval shall be submitted within 30 days of final approval for review and approval by the Director of Planning.
3. Employee parking spaces shall be provided per the UZC on an area paved with asphalt or concrete.
4. Stored materials, containers or bales shall be stored on a surface approved the Metropolitan Area Building and Construction Department.
5. No scrap vehicles or scrap metal/appliances waiting to be processed shall be visible from ground-level view from any public right-of-way or abutting properties.
6. Storage of all of scrap materials (vehicles, metals, appliances, etc., including bales of the just mentioned) waiting to be processed and the containers they are stored in shall be organized and be installed in an orderly manner, including an exposed perimeter, as specified by Environmental Services to prevent rodent harborage and breeding.
7. The applicant shall maintain at all times an active program for the eradication and control of rodents.
8. Weeds shall be controlled within the subject property and adjacent to and along the outside perimeter of the screening fence.
9. Any locking devices on entrance gates shall meet Fire Department requirements. Access to and within the site shall be provided by fire lanes per the direction and approval of the Fire Department.
10. Access to the subject property shall be provided for on-going inspections of the site for groundwater and soil contaminants by Environmental Services and other applicable governmental agencies. If the inspections determine it to be necessary, the applicant shall be required to install monitoring wells and/or perform soil testing on the property to monitor the quality of groundwater and/or soil, and shall pay the cost of an annual groundwater and/or soil test for contaminants as designated by the Environmental Services.
11. Notification shall be given to Environmental Services of any on-site storage of fuels, oils, chemicals, or hazardous wastes or materials. A disposal plan for fuels, oils, chemicals, or hazardous wastes or materials shall be placed on file with Environmental Services. All manifests for the disposal of fuels, oils, chemicals, or hazardous wastes or materials must be kept on file at the site and available for review by the Environmental Services.
12. The applicant shall implement a drainage plan approved the City Engineer prior to the commencement of operations that minimizes non-point source contamination of surface and groundwater.
13. The applicant shall obtain and maintain all applicable local, state, and federal permits necessary for the operation of the storage of scrap metal waiting to be processed and storage of the scrap metal bales.

14. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: A presumed nonconforming salvage yard is located on GC zoned property that abuts the application area's east property line. To the east there is a restaurant on abutting GC zoned land. Further east, there is also a MH Manufactured Housing (MH) zoned manufactured home park. To the west is a LI zoned wrecking and salvage yard and a GC zoned vehicle storage yard. Located south of the site, across MacArthur Road is a LC zoned apartment complex and GC zoned vacant land. The Arkansas River is located directly north of the site, including the Wichita-Valley Center Riverside Levee.
2. The suitability of the subject property for the uses to which it has been restricted: The property is zoned GC and SF-5. General Commercial zoning permits a wide range of residential, office, retail and commercial uses, but not "wrecking and salvage. The GC zoned portion of site could continue to be economically viable. The SF-5 district has a very limited number of permitted uses, none of which would be considered appropriate given the SF-5's mid-mile location abutting a four-lane arterial and surrounded by GC, LC and LI zoning. If the requested LI zoning is not granted, the MAPC should consider rezoning the SF-5 zoned portion of the application area to GC.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Detrimental effects on nearby property are lessened by the recommended conditions of approval, which include screening and monitoring of environmental impacts. These are particularly important due to the proximity of the site to the river. The presence of the existing nonconforming salvage operation on the east means that it is not introducing a new use to the area.
4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Denial would presumably represent an economic hardship to the current business occupant in that his expansion options would be limited. Approval would provide expanded wrecking and salvage options to the general public.
5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan classifies the general location as appropriate for "local commercial" development. Wrecking/salvage yards are an inappropriate use for this classification. However, there is an existing nonconforming salvage operation to the east, which, has in the past been viewed as an expansion of an existing use, and allowed despite the map designation. The Industrial Locational Guidelines of the Comprehensive Plan recommend that industrial uses should be located in close proximity to support services and provide good access to major arterials, truck routes, belt highways, utility trunk lines, along railroads, near airports and as extensions of existing industrial uses; the site has access to an arterial and the other uses north of MacArthur are more intensive than normally associated with local commercial designation. Industrial uses should be located away from existing or planned residential areas, and sited so as not to generate travel through less intensive land uses. The proposed site is located across from three isolated residences (one is on commercial zoning), and near some manufactured home parks. It is near the new senior apartments under construction to the southeast but the apartments are being constructed on LC zoned land and they are located farther from this site than the existing nonconforming salvage operation.

6. Impact of the proposed development on community facilities: All utilities are available to the site. The use of this property should have limited impact on community facilities.

DALE MILLER, Planning Staff presented the Staff Report.

MITCHELL said he is concerned that the drawing/site plan provided with the application seems to encroach into flood control right-of-way.

MILLER suggested that the Commission approve the application subject to site plan review and modification.

MITCHELL said he would agree to that.

KIRK MILLER, K.E. MILLER ENGINEERING, P.A., 172 LEWIS, AGENT FOR THE APPLICANT said they agree with staff comments.

MOTION: To approve subject to staff recommendation.

WARREN moved, **B. JOHNSON** seconded the motion, and it carried (8-0).



**INTEROFFICE
MEMORANDUM**

TO: City Council
FROM: Janet Johnson, Neighborhood Assistant, District III
SUBJECT: **ZON2013-00034 AND CON2013-00030: LI Limited Industrial with Conditional Use to permit wrecking and salvage**
DATE: Dec. 10, 2013

On Wednesday, Dec. 4, 2013, the District III Advisory Board considered a request for a zoning change for: LI Limited Industrial with Conditional Use to permit wrecking and salvage.

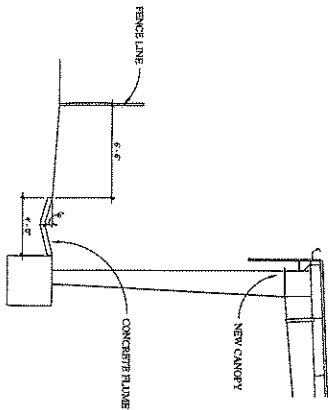
The application area is 2.13 acres located on the north side of East MacArthur Road, 1,680 feet east of I-135 (1200 East MacArthur Road). The property is platted as the Wilson & Brown 2nd Addition, and is currently occupied by Auto Recyclers of Kansas, which appears to be engaged in “wrecking and salvage” activity. The first approximately 55 feet of the application area is zoned SF-5 Single-family Residential (SF-5); the remaining approximately 389 feet of the property is zoned GC General Commercial (GC). The applicant is requesting LI Limited Industrial (LI) zoning and “conditional use” approval to permit “wrecking and salvage.” The reason given by the applicant for the current application is an intention to build a canopy next to the existing building that fronts East MacArthur.

DAB members were concerned about the environmental impact of additional salvaging in close proximity to the river. One DAB member with knowledge about the process pointed out that the request was simply to build a canopy which would actually protect the dismantling area and should prove to be an environmental improvement.

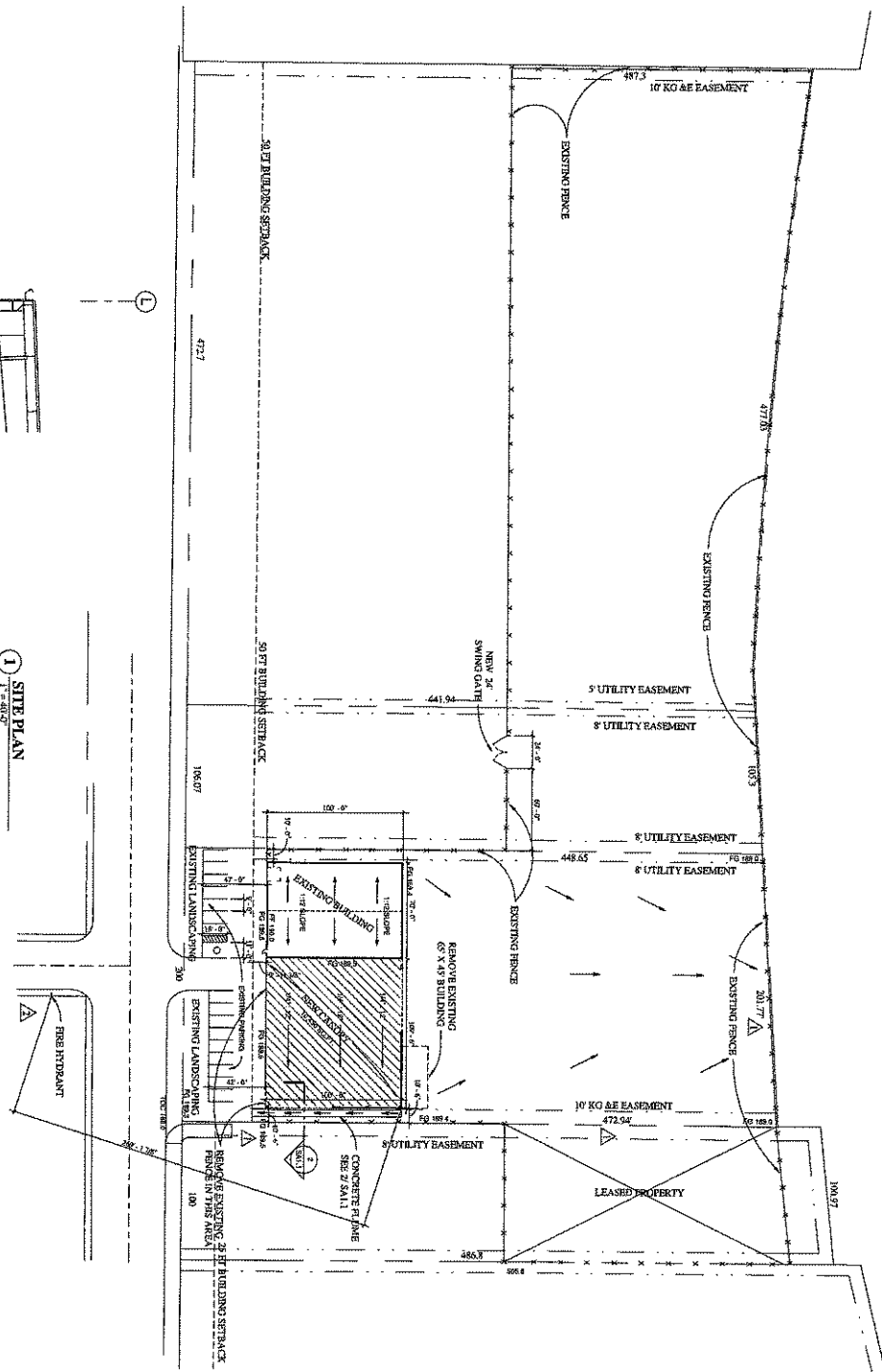
The DAB members voted 8-0 to recommend: that the request be approved subject to the 14 listed conditions.

Please review this information when **ZON2013-00034 and CON2013-00030** is considered.

2 SECTION @ CONCRETE FLUME
1/4" = 1'-0"

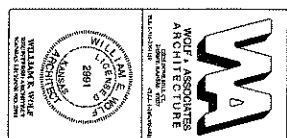
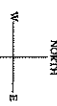


1 SITE PLAN
1" = 40'-0"



LEGAL DESCRIPTION

LOT 1, WILSON & BROWN ADDITION, AN ADDITION TO WICHITA, SEDGWICK COUNTY, WICHITA, KANSAS, EXCEPT THE SOUTH 225 FEET THEREOF; TOGETHER WITH LOT 1, WILSON AND BROWN SECOND ADDITION, WICHITA, KANSAS, EXCEPT THE SOUTH 225 FEET THEREOF.



DATE: 7/10/18	DR. BY: RL
PROJECT NO: 13	SHEET: SA1.1

AUTO
RECYCLERS OF KANSAS

1200 E MACARTHUR RD. WICHITA, KS

MFA & ASSOCIATES
BUILDING CO. INC.

City of Wichita
City Council Meeting
January 7, 2014

TO: Mayor and City Council

SUBJECT: ZON2013-00035 – Zone change request from GO General Office to LC Limited Commercial, generally located east of Maize Road, north of West Central Avenue (746 N. Maize Rd.) (District V).

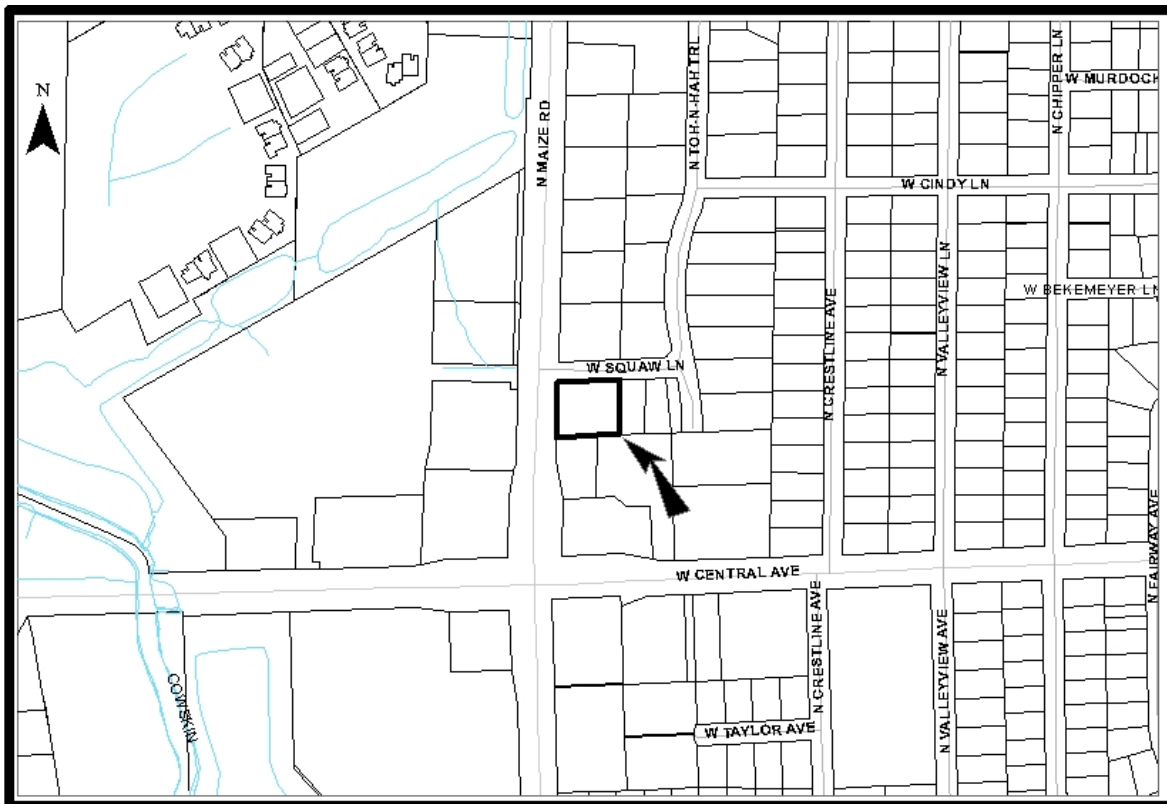
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (8-0).

DAB Recommendation: District Advisory Board V recommended approval of the request (unanimous).

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended approval of the request.



Background: The applicant's GO General Office (GO) zoned site is developed with an office building. The applicant intends to continue office use on the site, but desires increased signage as allowed under LC Limited Commercial (LC) zoning. The applicant submitted a voluntary Protective Overlay (PO) restricting land uses to those permitted in the GO zoning district, but permitting signage in accordance with LC zoning under the Sign Code. The Sign Code allows a maximum of 32 square feet for pole or monument signs in GO zoning; it allows .8 square feet per linear foot of arterial street frontage in LC zoning, not to exceed 300 square feet. Building signs in GO zoning are limited to 32 square feet; building signs in LC zoning are permitted up to 20 percent of building elevation per building tenant, not to exceed a total of 400 square feet.

The application area is at the commercial corner of Central and Maize with LC zoning at each corner and larger commercial developments at the northwest and southwest corners of the intersection. North of the site, across Squaw Lane, are SF-5 Single-family Residential (SF-5) zoned single family residences. South of the site are LC zoned office and retail developments. East of the site is an MF-18 Multi-family (MF-18) Residential zoned duplex. West of the site, across Maize, is an LC zoned retail development anchored by a big box retail store.

Analysis: District Advisory Board (DAB) V heard the rezone request on December 2, 2013, and recommended approval unanimously. No citizens spoke at the DAB hearing on this request.

The Metropolitan Area Planning Commission (MAPC) heard the request on November 21, 2013. No citizens spoke at the MAPC hearing and no protests were filed on this request. The MAPC voted (8-0) to recommend approval of the request subject to Protective Overlay #283:

1. The subject property shall be limited to those uses as permitted by the GO zoning district only.
2. Signs shall be permitted in accordance with the City of Wichita Sign Code for the LC zoning district. No building signs are permitted on the north or east building facades facing residential zoning. A pole or monument sign shall not be permitted on the northern 80 feet of the Maize Road frontage.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

Legal Considerations: The Law Department has reviewed and approved the ordinance as to form.

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the zone change request, place the ordinance on first reading and authorize the Mayor to sign the ordinance (simple majority vote required).

Attachments:

- Ordinance
- MAPC minutes

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2013-00035

Zone change from GO General Office (GO) to LC Limited Commercial (LC) on approximately .66 acres described as:

Lot 4, Block 1, Regency Plaza Addition to Wichita, Sedgwick County, Kansas.

SUBJECT TO PROTECTIVE OVERLAY #283:

1. The subject property shall be limited to those uses as permitted by the GO zoning district only.
2. Signs shall be permitted in accordance with the City of Wichita Sign Code for the LC zoning district. No building signs are permitted on the north or east building facades facing residential zoning. A pole or monument sign shall not be permitted on the northern 80 feet of the Maize Road frontage.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Gary E. Rebenstorf, City Attorney

**EXCERPT MINUTES OF THE NOVEMBER 21, 2013 WICHITA-SEDGWICK
COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING**

Case No.: ZON2013-00035 – Pirotte Real Estate, Inc. (applicant); Baughman Company PA c/o Russ Ewy (agent) request a City zone change from GO General Office to LC Limited Commercial on property described as:

Lot 4, Block 1, Regency Plaza Addition, Sedgwick County, Kansas.

BACKGROUND: The applicant's GO General Office (GO) zoned site is developed with an office building. The applicant intends to continue office use on the site, but desires increased signage as allowed under LC Limited Commercial (LC) zoning. The applicant submitted a voluntary Protective Overlay (PO) restricting land uses to those permitted in the GO zoning district, but permitting signage in accordance with LC zoning under the Sign Code, see the attached letter from the applicant. The Sign Code allows a maximum of 32 square feet for pole or monument signs in GO zoning; it allows .8 square feet per linear foot of arterial street frontage in LC zoning, not to exceed 300 square feet. Building signs in GO zoning are limited to 32 square feet; building signs in LC zoning are permitted up to 20 percent of building elevation per building tenant, not to exceed a total of 400 square feet.

The application area is at the commercial corner of Central and Maize with LC zoning at each corner and larger commercial developments at the northwest and southwest corners of the intersection. North of the site, across Squaw Lane, are SF-5 Single-family Residential (SF-5) zoned single family residences. South of the site are LC zoned office and retail developments. East of the site is an MF-18 Multi-family (MF-18) Residential zoned duplex. West of the site, across Maize, is an LC zoned retail development anchored by a big box retail store.

CASE HISTORY: The site was platted as Lot 4, Block 1 of the Regency Plaza Addition in 1980.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Squaw Lane, single-family residences
SOUTH:	LC	Office, retail
EAST:	MF-18	Duplex
WEST:	LC	Retail

PUBLIC SERVICES: The site has access to Maize, a five-lane arterial with a 110-foot right of way. All utilities are available to the site.

CONFORMANCE TO PLANS/POLICIES: The "2013 Wichita Functional Land Use Guide" of the Comprehensive Plan identifies the site as "local commercial." The local commercial category encompasses areas that contain concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw.

RECOMMENDATION: The requested LC zoning is consistent with surrounding zoning and uses, a PO should protect residential neighbors to the east and north of Squaw Lane from land uses and signage. The requested zone change will permit signage that is already permitted on all surrounding LC zoned properties. Based upon the information available prior to the public

hearings, planning staff recommends that the request for LC zoning be **APPROVED** subject to a Protective Overlay with the following conditions:

1. The subject property shall be limited to those uses as permitted by the GO zoning district only.
2. Signs shall be permitted in accordance with the City of Wichita Sign Code for the LC zoning district. No building signs are permitted on the north or east building facades facing residential zoning. A pole or monument sign shall not be permitted on the northern 80 feet of the Maize Road frontage.

This recommendation is based on the following findings:

- (1) **The zoning, uses and character of the neighborhood:** The application area is at the commercial corner of Central and Maize with LC zoning at each corner and larger commercial developments at the northwest and southwest corners of the intersection. North of the site, across Squaw Lane, are SF-5 zoned single family residences. South of the site are LC zoned office and retail developments. East of the site is an MF-18 zoned duplex. West of the site, across Maize, is an LC zoned retail development anchored by a big box retail store.
- (2) **The suitability of the subject property for the uses to which it has been restricted:** The existing GO zoning allows the existing office development. However, this office location, surrounded by LC zoning, does not have similar sign rights as surrounding properties under the current GO zoning.
- (3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** Abutting properties to the south are zoned LC, the proposed PO should protect residences north and east of the site.
- (4) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The “2013 Wichita Functional Land Use Guide” of the Comprehensive Plan identifies the site as “local commercial.” The local commercial category encompasses areas that contain concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw.
- (5) **Impact of the proposed development on community facilities:** The existing Maize Road and public utilities accommodate the current land use.

JESS MCNEELY, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

WARREN moved, J. JOHNSON seconded the motion, and it carried (8-0).

City of Wichita
City Council Meeting
January 7, 2014

TO: Mayor and City Council

SUBJECT: ZON2013-00036 – Amendment to Protective Overlay #267 to remove the off-site sign exclusion in GC General Commercial zoning, generally located south of Kellogg and one-quarter mile west of 127th Street East (12225 E. Kellogg). (District II).

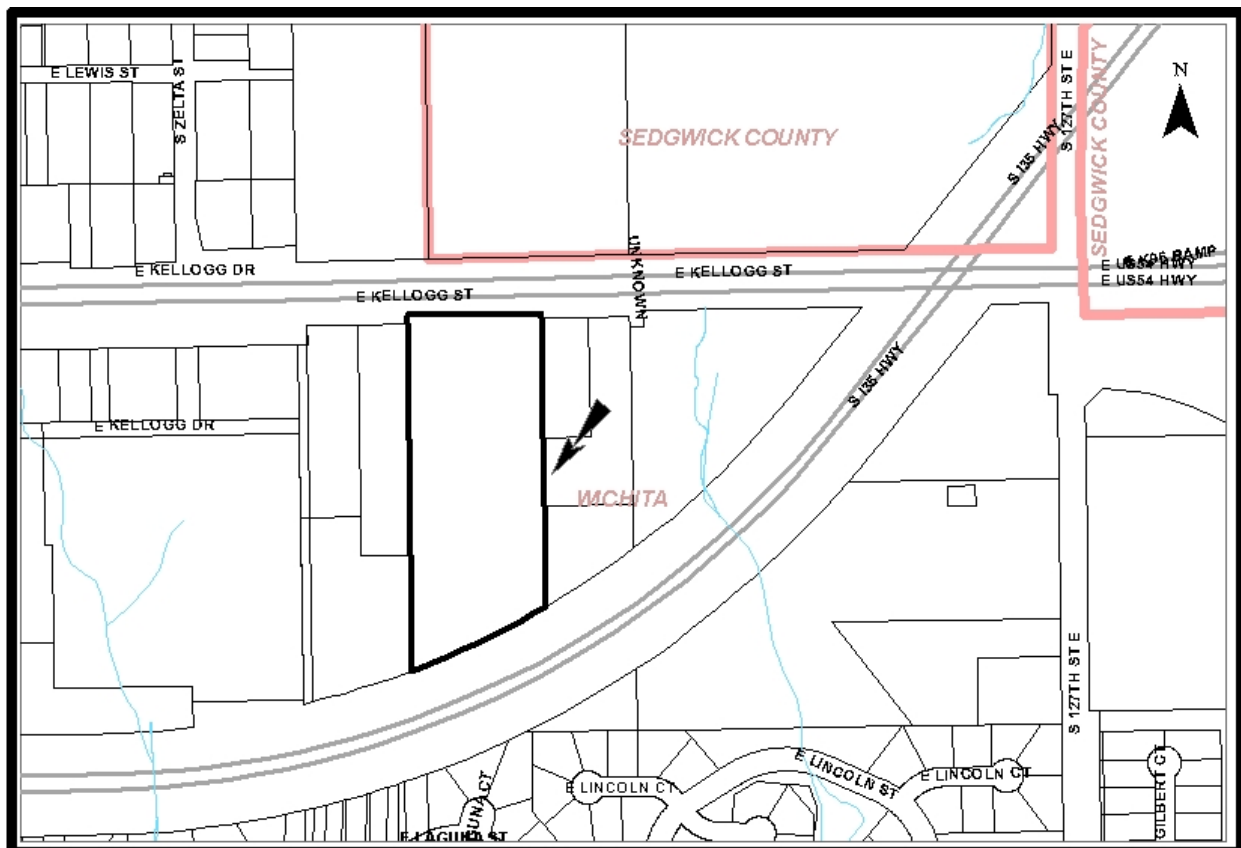
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (8-1-1).

DAB Recommendation: District Advisory Board II recommended approval of the request (unanimous).

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended approval of the request.



Background: The applicant seeks an amendment to Protective Overlay (PO) #267 on GC General Commercial (GC) zoned property located south of Kellogg and one-quarter mile west of 127th Street East. Provision No. 18 of PO #267 states “No off-site signs, unless approved by the MAPC or the governing body after a review of the proposed sign.” The applicant now seeks MAPC approval for a 30-foot tall, 10 by 40-foot LED billboard off-site sign; see the attached site plan. The applicant will place the sign outside of right-of-way where it will not impede planned Kellogg improvements and will not require relocation.

The Sign Code (Section 24.04.185.q) defines a “Sign, Off-site” as a sign delivering a message or advertising other than the name, occupation or nature of the activities conducted on the premises or the products sold or manufactured thereon. The code recognizes two types of off-site billboards: Off-site junior billboard (Section 24.04.185.s) is an off-site sign with any sign face equal to or less than three hundred square feet in area, and not exceeding thirty feet in total height above adjoining grade. An off-site standard billboard (Section 24.04.185.t) is an off-site sign with any sign face greater than three hundred square feet in area, but not exceeding fourteen feet in height and forty-eight feet in length, plus any allowed extensions. The applicant’s proposed 10 by 40-foot sign is classified as an off-site standard billboard. Off-site billboard signs may be also contain an electronic message center that utilize computer generated messages or some other electronic means of changing copy. The off-site sign location and specifications appear to meet all other Sign Code requirements for an off-site sign at this location.

This site was rezoned from SF-5 Single-family Residential (SF-5) and LC Limited Commercial to GC, subject to PO #267, in 2012 (ZON2012-00005). In the 2012 rezoning, the applicant chose to do a PO in lieu of a Community Unit Plan (CUP). The GC zoning request was to accommodate a stone cutting business, consistent with the Zoning Code definition for construction sales and services. Properties abutting the east and west sides of the site are zoned GC. East of the site is a warehouse/retail use and a wireless communication tower approved by CON2000-54. West of the site is a self-storage warehouse development. Further west is retail development in CUP DP-196, the One Kellogg Place Commercial Community Unit Plan. North of the site, across Kellogg, is unplatted, SF-5 zoned property; staff anticipates this SF-5 zoned Kellogg frontage to rezone for future non-residential uses. South of the site is the applicant’s remaining GC zoned property and the Kansas Turnpike.

Analysis: District Advisory Board (DAB) II heard the rezone request on December 2, 2013, and unanimously recommended approval. No citizens spoke at the DAB hearing on this request.

The Metropolitan Area Planning Commission (MAPC) heard the request on December, 2013. No citizens spoke at the MAPC hearing and no protests were filed on this request. The MAPC voted (8-1-1) to recommend approval of the following amended language in Protective Overlay #267:

“One off-site sign is permitted, to be placed outside of right-of-way where it will not impede planned Kellogg improvements and will not require relocation. The off-site sign is limited to 10 by 40 feet in size and 30 feet in height, and shall conform to the approved site plan and elevation drawings. The off-site sign shall conform to all Sign Code requirements.”

Financial Considerations: Approval of this request will not create any financial obligations for the City.

Legal Considerations: The Law Department has reviewed and approved the ordinance as to form.

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the amendment to Protective Overlay #267, place the ordinance on first reading and authorize the Mayor to sign the ordinance (simple majority vote required).

Attachments:

- Ordinance
- MAPC minutes

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2013-00036

Amendment to Protective Overlay #267 to remove the off-site sign exclusion in GC General Commercial (GC) zoning on approximately 10 acres described as:

Lot 1, Block A, Absolute Natural Stone Addition to Wichita, Sedgwick County, Kansas.

SUBJECT TO THE AMENDED PROTECTIVE OVERLAY #267:

1. The transfer of title on all or any portion of the land included in the development does not constitute a termination of the PO or any portion thereof, but said PO shall run with the land for development and be binding upon present land owners, their successors and assigns and their lessees unless amended.
2. If multiple ownership is anticipated an owners association agreement providing for the maintenance of reserves, open spaces, internal drives, parking areas, drainage improvements, etc, shall be filed with the plat of the area.
3. Certain development requirements including, but not limited to, drainage, access, easements, and road improvements (including guarantees and dedication of right-of-way) shall be determined at the time platting.
4. Prior to publishing the ordinance making the zone change official, the applicant shall provide a revised PO site plan drawing for review and consideration of approval by the Planning Director. The revised PO site plan drawing shall include all provisions to the approved PO. The site shall be developed and operated in conformance with the approved PO site plan and other applicable regulations unless specifically modified by this PO.
5. The uses allowed within this PO shall be confined to those listed within the parcel descriptions. Any additional uses will require an adjustment or an amendment to this PO. Any cutting of stone shall be done indoors.
6. A 35 foot building setback shall be required along the perimeter of the subject site. No trash receptacles, parking, lighting, outdoor storage or any structure will be allowed in the setbacks. The setbacks will be shown on the PO site plan drawing.
7. Screening per UZC CUP requirements and landscaping per the Landscape Ordinance shall be installed. All existing landscaping located within the 35-foot setbacks shall remain. A landscape prepared by a licensed Kansas Landscape Architect will be submitted for approval prior to issuance of certificate of occupancy and shall comply with the Landscape Ordinance. If all required screening or landscaping is not installed prior to occupancy, a financial guarantee shall be provided for the necessary screening, landscaping and watering equipment. A landscape plan shall include how the landscaping shall be maintained. All planting must be done within a year of approval by the governing body.
8. Up to 20-foot tall (including the base) pole lighting standards are allowed. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from any abutting or adjacent properties that are in a residential zoning district. All lights on buildings will be directed down and away from residential development.
9. All trash dumpsters and loading dock areas will have solid screening around them.
10. Roof top mechanical equipment shall be screened from ground level view, per Wichita – Sedgwick County Unified Zoning Code
11. No outside speakers/amplification

12. All off street parking and parking areas shall have a surface in accordance with the Wichita – Sedgwick County Unified Zoning Code.
13. A vehicular and pedestrian circulation plan shall be prepared for review and approval and will include cross lot access.
14. No occupancy permits will be issued until the site is serviced by municipal water and sewer.
15. All proposed new utilities will be installed underground.
16. All drives and access thorough the site will be surfaced per the standards of the City of Wichita. Fire must approve circulation and all fire lanes must remain clear.
17. All buildings/structures must meet City Codes and permitting requirements. All buildings will be of similar materials and design.
18. Signs: All signs must be a monument type as permitted in the General Commercial (“GC”) zoning district. No portable or flashing signs (unless telling the time, temperature or other public messages) shall be permitted on the subject property. No building signs shall be permitted along the face of any building that abuts a residential zoning district. Wall display signs are limited to 25% of the wall area. Each parcel is allowed at least one free standing 170-sqaure foot sign per arterial frontage. One off-site sign is permitted, to be placed outside of right-of-way where it will not impede planned Kellogg improvements and will not require relocation. The off-site sign is limited to 10 by 40 feet in size and 30 feet in height, and shall conform to the approved site plan and elevation drawings. The off-site sign shall conform to all Sign Code requirements.
19. All outside storage of sand and dirt shall have three sided walls or fences to prevent the wind from blowing these materials around and from the site.
20. If the Zoning Administrator finds that there is a violation of any of the provisions of the Protective Overlay, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the zoning is null and void.
21. All uses permitted by right in the GC district are permitted.
22. The following development standards shall apply:
 - Maximum Building Height = 35 feet
 - Maximum Coverage = 30%
 - Maximum Gross Floor Area = 35%

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Gary E. Rebenstorf, City Attorney

**EXCERPT MINUTES OF THE NOVEMBER 21, 2013 WICHITA-SEDGWICK
COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING**

Case No.: ZON2013-00036 – Jesri Investment, LLC (applicant); Jim McCann (agent) request a City amendment to Protective Overlay 267 to permit an offsite billboard on property described as:

Lot 1, Block A, Absolute Natural Stone Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant seeks an amendment to Protective Overlay (PO) #267 on GC General Commercial (GC) zoned property located south of Kellogg and one-quarter mile west of 127th Street East. Provision No. 18 of PO #267 states “No off-site signs, unless approved by the MAPC or the governing body after a review of the proposed sign.” The applicant now seeks MAPC approval for a 30-foot tall, 10 by 40-foot LED billboard off-site sign; see the attached site plan and visual documents. The applicant will place the sign outside of right-of-way where it will not impede planned Kellogg improvements and will not require relocation.

The Sign Code (Section 24.04.185.q) defines a “Sign, Off-site” as a sign delivering a message or advertising other than the name, occupation or nature of the activities conducted on the premises or the products sold or manufactured thereon. The code recognizes two types of off-site billboards: Off-site junior billboard (Section 24.04.185.s) is an off-site sign with any sign face equal to or less than three hundred square feet in area, and not exceeding thirty feet in total height above adjoining grade. An off-site standard billboard (Section 24.04.185.t) is an off-site sign with any sign face greater than three hundred square feet in area, but not exceeding fourteen feet in height and forty-eight feet in length, plus any allowed extensions. The applicant’s proposed 10 by 40-foot sign is classified as an off-site standard billboard. Off-site billboard signs may be also contain an electronic message center that utilize computer generated messages or some other electronic means of changing copy. The off-site sign location and specifications appear to meet all other Sign Code requirements for an off-site sign at this location.

This site was rezoned from SF-5 Single-family Residential (SF-5) and LC Limited Commercial to GC, subject to PO #267, in 2012 (ZON2012-00005). In the 2012 rezoning, the applicant chose to do a PO in lieu of a Community Unit Plan (CUP). The GC zoning request was to accommodate a stone cutting business, consistent with the Zoning Code definition for construction sales and services.

Properties abutting the east and west sides of the site are zoned GC. East of the site is a warehouse/retail use and a wireless communication tower approved by CON2000-54. West of the site is a self-storage warehouse development. Further west is retail development in CUP DP-196, the One Kellogg Place Commercial Community Unit Plan. North of the site, across Kellogg, is unplatted, SF-5 zoned property; staff anticipates this SF-5 zoned Kellogg frontage to rezone for future non-residential uses. South of the site is the applicant’s remaining GC zoned property and the Kansas Turnpike.

CASE HISTORY: The application area was platted as Lot 1, Block A, Absolute Natural Stone Addition to Wichita, recorded May 23, 2013. The property was rezoned to GC with PO #267 in 2012.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5, LC, GC	Kellogg/US 54, vacant land, auto repair, car dealerships
SOUTH:	SF-5	I-35, single-family residential subdivision
EAST:	GC	Vacant retail/construction sales and service, tree farm, I-35
WEST:	GC, LI	Self-storage, regional retail, car dealership

PUBLIC SERVICES: Kellogg/US 54 is a paved, four-lane US Highway with turn lanes, a median and dirt frontage roads at this location. Improvements to Kellogg will take the northern 88 feet of this site.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide depicts the site as being appropriate for “Regional Commercial.” The Regional Commercial category encompasses major destination areas that contain concentrations of commercial, office and personal services that have predominately regional market areas and high volumes of regional traffic. Typically they are located in close proximity to freeways or major arterials and include such uses as major retail malls, major car dealerships and big box retail.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED**, subject to amended provision No. 18 of PO #267:

“One off-site sign is permitted, to be placed outside of right-of-way where it will not impede planned Kellogg improvements and will not require relocation. The off-site sign is limited to 10 by 40 feet in size and 30 feet in height, and shall conform to the approved site plan and elevation drawings. The off-site sign shall conform to all Sign Code requirements.”

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** Properties abutting the east and west sides of the site are zoned GC. East of the site is a warehouse/retail use and a wireless communication tower approved by CON2000-54. West of the site is a self-storage warehouse development. Further west is retail development in CUP DP-196, the One Kellogg Place Commercial Community Unit Plan. North of the site, across Kellogg, is unplatted, SF-5 zoned property; staff anticipates this SF-5 zoned Kellogg frontage to rezone for future non-residential uses. South of the site is the applicant’s remaining GC zoned property and the Kansas Turnpike.
2. **The suitability of the subject property for the uses to which it has been restricted:** The property is currently zoned GC, subject to the provisions contained in PO #267. As currently zoned, the property could be developed for uses to which it has been restricted.
3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** Nearby property is commercial and industrial highway frontage. Four billboards exist within this mile. A billboard at this location should have no impact on nearby property.
4. **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** Approval of the request would provide additional outdoor advertising opportunities to the Wichita market. Denial would presumably be an economic loss to the applicant.

5. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The 2030 Wichita Functional Land Use Guide depicts the site as being appropriate for “Regional Commercial.” The Regional Commercial category encompasses major destination areas that contain concentrations of commercial, office and personal services that have predominately regional market areas and high volumes of regional traffic. Typically they are located in close proximity to freeways or major arterials and include such uses as major retail malls, major car dealerships and big box retail.
6. **Impact of the proposed development on community facilities:** All services are in place, and any increased demand on community facilities can be handled by current infrastructure.

JESS MCNEELY, Planning Staff presented the Staff Report.

FOSTER mentioned that off-site signage is pretty consistent along Kellogg. He asked at what point the intensity of so many signs begins to raise questions about aesthetics.

MCNEELY commented that the particular site was rezoned fairly recently (in 2012) from SF-5 Single-family Residential to GC General Commercial with a PO Protective Overlay in lieu of a CUP Community Unit Plan. He said the PO prohibited off-site signs. He said if the PO was not on the property, the applicant could just get permit for the sign. He said other than the PO, the site meets all requirements as far as the number of off-site signs and zoning within a mile.

FOSTER asked about the minimum distance between signs.

MCNEELY said this sign meets the minimum distance between off-site signs requirement.

MOTION: To approve subject to staff recommendation.

MCKAY moved, MITCHELL seconded the motion, and it carried (8-1-1).
FOSTER – No; B. JOHNSON – Abstained.

City of Wichita
City Council Meeting
January 7, 2014

TO: Mayor and City Council

SUBJECT: ZON2013-00037 – Zone change request from MF-29 Multi-family Residential to GO General Office, generally located east of Hillside and ½ mile south of Pawnee (3550 E. Ross Parkway) (District III).

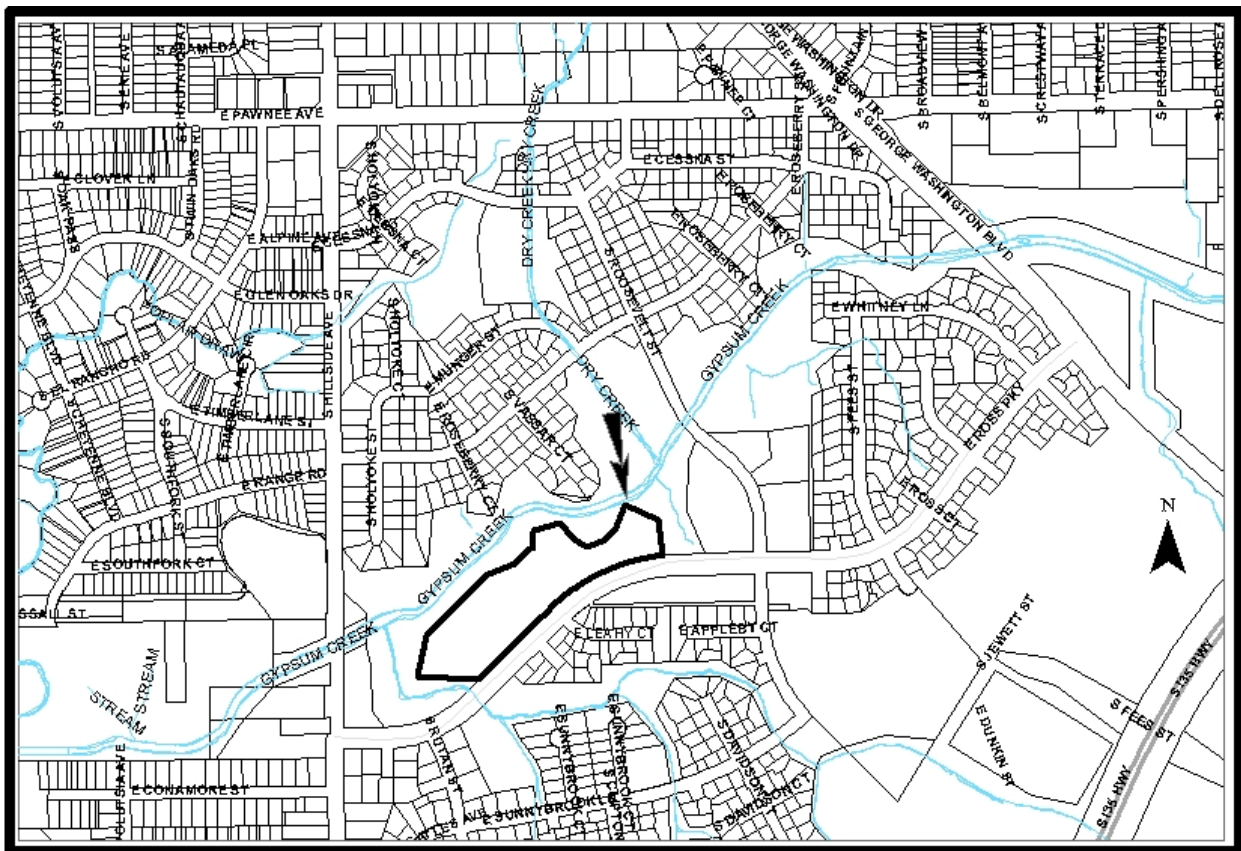
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (10-0).

DAB Recommendation: District Advisory Board III recommended approval of the request (unanimous).

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended approval of the request.



Background: The applicant requests a zone change from MF-29 Multi-family Residential (MF-29) to GO General Office (GO) on a .5-acre site along the east side of the existing Jardine Middle School. The subject site is located along Ross Parkway, approximately ¼ mile east of Hillside and ½ mile south of Pawnee. The applicant proposes to develop the property with a medical facility in association with the middle school. A school is a permitted use under the existing MF-29 zoning; the proposed medical clinic requires a change in zoning. The application area is owned by USD 259 who will maintain ownership of the property.

The medical facility will be open year round and will serve Jardine Middle School students, faculty and the surrounding neighborhood. Development on the site will be required to meet screening, building height, dumpster location, landscaping, parking and all other requirements of the Unified Zoning Code. See the proposed site plan attached to this report.

Property north of the site, across Gypsum Creek, is zoned MF-29 and is developed with a combination of multi-family, two-family and single-family residences in the Plainview Neighborhood. Property south the site is also zoned MF-29 and developed with a combination of multi-family, two-family and single-family residences in the Plainview Neighborhood. East of the site is GC General Commercial (GC) zoned property developed with an office and warehouse north of Ross Parkway, and developed with an apartment complex south of Ross Parkway. West of the site is an LC Limited Commercial (LC) zoned skilled nursing facility.

Analysis: District Advisory Board (DAB) III heard the rezone request on December 4, 2013, and unanimously recommended approval. No citizens spoke at the DAB hearing on this request.

At the Metropolitan Area Planning Commission (MAPC) meeting held on December 5, 2013, the MAPC voted (10-0) to recommend approval of the request. No citizens spoke at the MAPC hearing and no protests were filed on this request.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

Legal Considerations: The Law Department has reviewed and approved the ordinance as to form.

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the zone change request, place the ordinance on first reading and authorize the Mayor to sign the ordinance (simple majority vote required).

Attachments:

- Ordinance
- MAPC minutes

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2013-00037

Zone change from MF-29 Multi-family Residential (MF-29) to GO General Office (GO) on approximately .5 acres described as:

That part of Lot 1, Block L, Planeview Subdivision No 1, being a subdivision in Section 2, Township 28 South, Range 1 East of the 6th. Principal Meridian, in Sedgwick County, Kansas, described as beginning at the point of tangency on the south line of said Lot 1; thence southwesterly along said right of way line, 9.00 feet; thence northwesterly at right angles, 133.00 feet; thence northeasterly at right angles, 160.00 feet; thence southeasterly at right angles, 143.81 feet to the south line of said Lot 1, being a curve to the left and having a radius of 1060.0 feet; thence along said curve 151.52 feet to the place of beginning.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

Carl Brewer - Mayor

ATTEST:

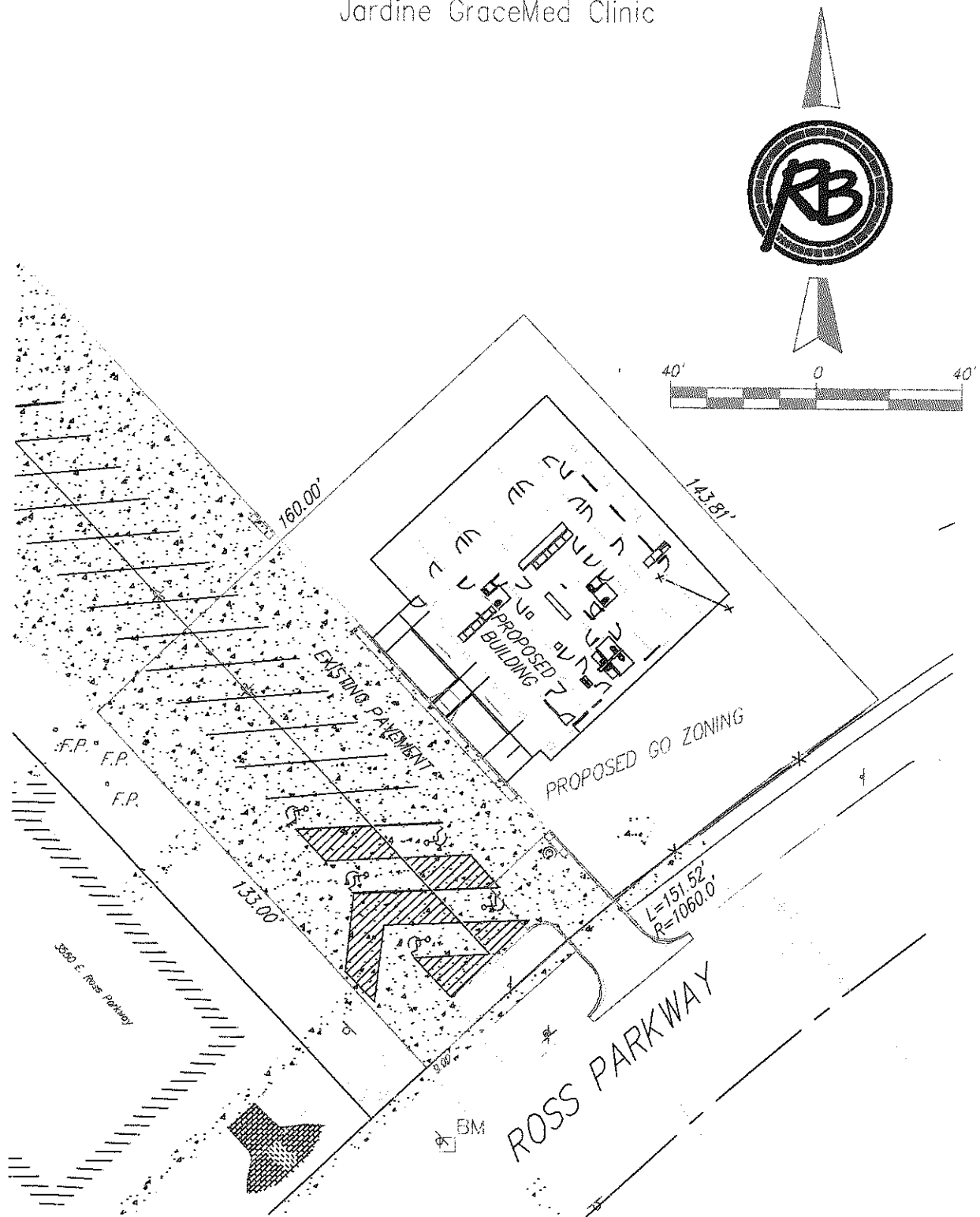
Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Gary E. Rebenstorf, City Attorney

ZONE CHANGE EXHIBIT

Jardine GraceMed Clinic



**EXCERPT MINUTES OF THE DECEMBER 5, 2013 WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION HEARING**

Case No.: ZON2013-00037 - USD 259, c/o Shane Shumacher (Owner/Applicant); Ruggles and Bohm, P.A., c/o Will Clevenger (Agent) request a City request for a zone change from MF-29 Multi-family Residential zoning to GO General Office on property described as:

That part of Lot 1, Block L, Planeview Subdivision No 1, being a subdivision in Section 2, Township 28 South, Range 1 East of the 6th. Principal Meridian, in Sedgwick County, Kansas, described as beginning at the point of tangency on the south line of said Lot 1; thence southwesterly along said right of way line, 9.00 feet; thence northwesterly at right angles, 133.00 feet; thence northeasterly at right angles, 160.00 feet; thence southeasterly at right angles, 143.81 feet to the south line of said Lot 1, being a curve to the left and having a radius of 1060.0 feet; thence along said curve 151.52 feet to the place of beginning.

BACKGROUND: The applicant requests a zone change from MF-29 Multi-family Residential (MF-29) to GO General Office (GO) on a .5-acre site along the east side of the existing Jardine Middle School. The subject site is located along Ross Parkway, approximately ¼ east of Hillside and ½ mile south of Pawnee. The applicant proposes to develop the property with a medical facility in association with the middle school. A school is a permitted use under the existing MF-29 zoning; the proposed medical clinic requires a change in zoning. The application area is owned by USD 259 who will maintain ownership of the property.

The medical facility will be opened year round and will serve Jardine Middle School students, faculty and the surrounding neighborhood. Development on the site will be required to meet screening, building height, dumpster location, landscaping, parking and all other requirements of the Unified Zoning Code. See the proposed site plan attached to this report.

Property north of the site, across Gypsum Creek, is zoned MF-29 and is developed with a combination of multi-family, two-family and single-family residences in the Plainview Neighborhood. Property south the site is also zoned MF-29 and developed with a combination of multi-family, two-family and single-family residences in the Plainview Neighborhood. East of the site is GC General Commercial (GC) zoned property developed with an office and warehouse north of Ross Parkway, and developed with an apartment complex south of Ross Parkway. West of the site is an LC Limited Commercial (LC) zoned skilled nursing facility.

CASE HISTORY: The site is described as Lot 1, Block L of the Planeview Subdivision No. 1 to Wichita, recorded in 1955.

ADJACENT ZONING AND LAND USE:

NORTH:	MF-29	Gypsum Creek; multi, two and single-family residences
SOUTH:	MF-29	Multi, two and single-family residences
EAST:	GC	Office/warehouse, apartment complex
WEST:	LC	Skilled nursing facility

PUBLIC SERVICES: Ross Parkway is a paved, two-lane urban collector with a landscaped median and a 120-foot right of way. All other utilities are available at the site.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies the site as appropriate for “Major Institutional” use. Major Institutional is a category that includes institutional facilities of a significant size and scale of operation and could include a range of such uses as government facilities, military bases, libraries, schools, cemeteries, churches, hospital and medical treatment facilities.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request for the GO General Office (GO) zoning be **APPROVED.**

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** Property north of the site, across Gypsum Creek, is zoned MF-29 and is developed with a combination of multi-family, two-family and single-family residences in the Plainview Neighborhood. Property south the site is also zoned MF-29 and developed with a combination of multi-family, two-family and single-family residences in the Plainview Neighborhood. East of the site is GC zoned property developed with an office and warehouse north of Ross Parkway, and developed with an apartment complex south of Ross Parkway. West of the site is an LC zoned skilled nursing facility.
2. **The suitability of the subject property for the uses to which it has been restricted:** The subject site is zoned MF-29 and developed with a middle school and associated facilities. The property could continue to be used as zoned.
3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** The parking lot screening, lighting, and compatibility standards of the Unified Zoning Code and the landscaped street yard requirements of the Landscape Ordinance will mitigate vehicle lights, site lighting and other activity from impacting the surrounding neighborhood.
4. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies the site as appropriate for “Major Institutional” uses. Major Institutional is a category that includes institutional facilities of a significant size and scale of operation and could include a range of such uses as government facilities, military bases, libraries, schools, cemeteries, churches, hospital and medical treatment facilities.
5. **Impact of the proposed development on community facilities:** Approval of the request should have no impact on community facilities. The proposed medical clinic will become a community facility serving the immediate surrounding neighborhoods.

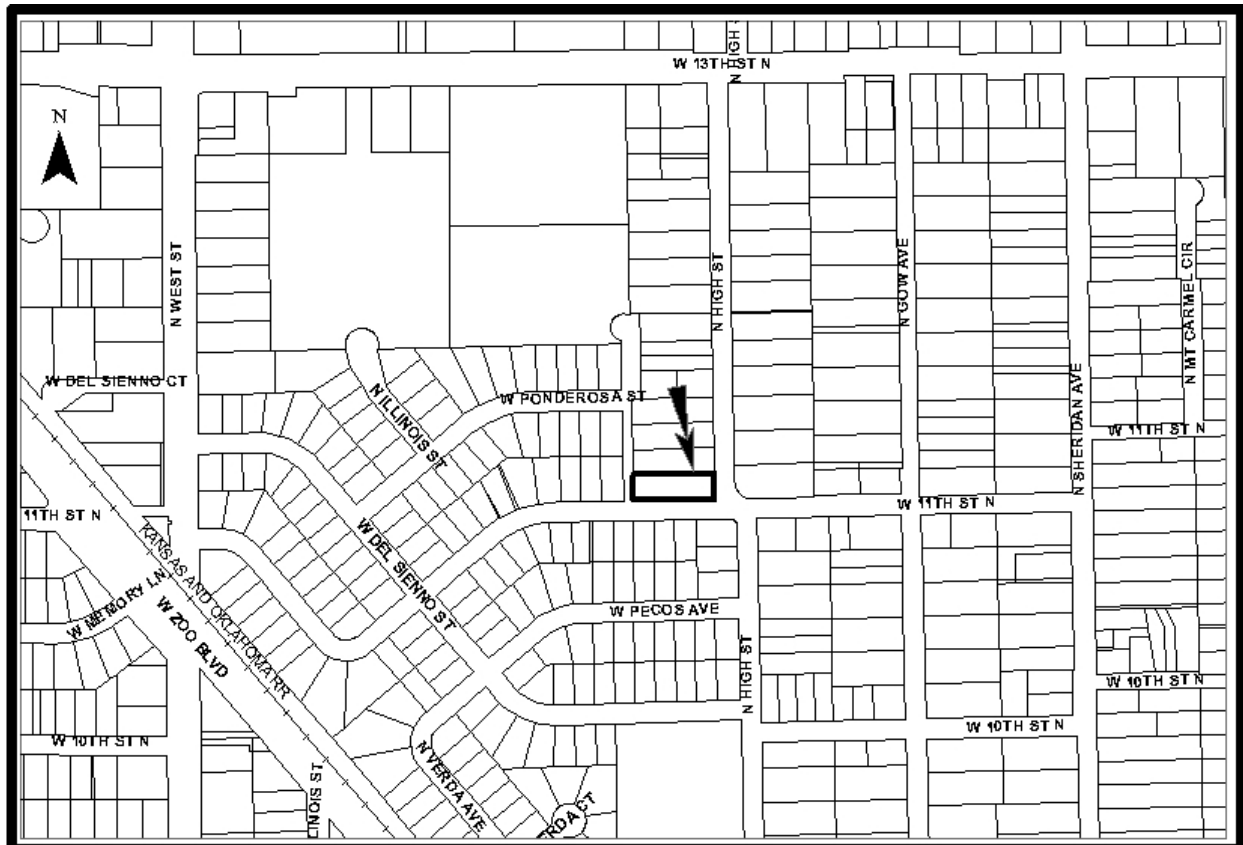
JESS MCNEELY, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

JOHNSON moved, DENNIS seconded the motion, and it carried (10-0).

AGENDA: Planning (Consent)

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended approval of the request subject to conditions.



Background: The applicants request a conditional use for an “accessory apartment” on property zoned SF-5 Single-family Residential (SF-5), the site is located on the west side of North High Street and north of 11th Street North (1201 N. High). The property is currently developed with a single-family residence built in 1949, a detached garage and a detached accessory apartment built by a previous property owner. The current property owner wishes to enlarge the accessory apartment and now requests the required conditional use. The property is approximately one-half acre in size, the site dimensions are 75 feet wide by 240 feet deep. The submitted site plan conforms to all Unified Zoning Code (UZO) requirements for accessory apartments.

All properties immediately surrounding the site are zoned SF-5 and developed with single-family residences. GO General Office zoning and non-residential uses exist north of the site along the 13th Street frontage. B Multi-family Residential (B) zoned apartments exists one and a half blocks northwest of the site. TF-3 Two-family Residential (TF-3) zoning exists east and west of the site, approximately two blocks in each direction.

Analysis: District Advisory Board (DAB) VI heard the request on December 2, 2013. Surrounding property owners questioned whether the property would be developed with more than one accessory apartment. The applicant did not attend that hearing, the DAB voted to defer the request. DAB VI re-heard the request on December 18, 2013. Planning staff and the applicant confirmed that only one accessory apartment would be developed on the site, the DAB unanimously recommended approval subject to staff recommended conditions. No citizens spoke at the second DAB hearing on this request.

At the Metropolitan Area Planning Commission (MAPC) meeting held on December 5, 2013, the MAPC voted (10-0) to recommend approval of the request subject to staff recommended conditions. No citizens spoke at the MAPC hearing.

A neighboring property owner submitted a letter of opposition via e-mail, see the attached letter. The letter states opposition to rental property, lot splitting and rezoning. Under the UZO, the accessory apartment cannot be split from the remainder property, and the property retains SF-5 Single-family Residential zoning with a conditional use for an accessory apartment. The conditional use was not officially protested with a valid protest petition. However, because nearby property owners demonstrated opposition, the conditional use requires final approval by the City Council.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

Legal Considerations: The Law Department has reviewed and approved the resolution as to form.

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the conditional use subject to the recommended conditions, and authorize the mayor to sign the resolution (simple majority vote required).

Attachments:

- Site plan and elevation drawings
- E-mail from Curtis and Grace Newby
- Resolution
- MAPC minutes
- DAB VI Memo

RESOLUTION No. 14-008

A RESOLUTION AUTHORIZING A CONDITIONAL USE TO PERMIT AN ACCESSORY APARTMENT ON APPROXIMATELY 0.5 ACRES ZONED SF-5 SINGLE FAMILY RESIDENTIAL (SF-5), GENERALLY LOCATED NORTH OF HIGH STREET AND WEST OF 11TH STREET NORTH (1201 N. HIGH), IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 44-975 AS AMENDED.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS:

SECTION 1. That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, for a Conditional Use to allow an Accessory Apartment on approximately 0.5 acres zoned SF-5 Single-family Residential (SF-5).

Case No. CON2013-00034

A Conditional Use to allow an Accessory Apartment, on approximately 0.5 acres zoned SF-5 Single-family Residential (SF-5) described as:

Lot 4, Pleasant Acres Addition to Wichita, Sedgwick County, Kansas.

SUBJECT TO THE FOLLOWING CONDITIONS:

1. The Conditional Use permits one single-family accessory apartment on the site. The site shall be developed and maintained in general conformance with the approved site plan and elevation drawings.
2. The site shall be developed and maintained in conformance with all applicable regulations, including but not limited to: local zoning, including Article III, Section III-D.6 .a.(1)-(4); building, fire and utility regulations or codes.
3. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VII hereof, may, with the concurrence of the Planning Director, declare the Conditional Use null and void.

SECTION 2. That upon the taking effect of this Resolution, the notation of such Conditional Use permit shall be shown on the "Official Zoning District Map" on file in the office of the Planning Director of the Wichita-Sedgwick County Metropolitan Area Planning Department.

SECTION 3. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date
January 7, 2014.

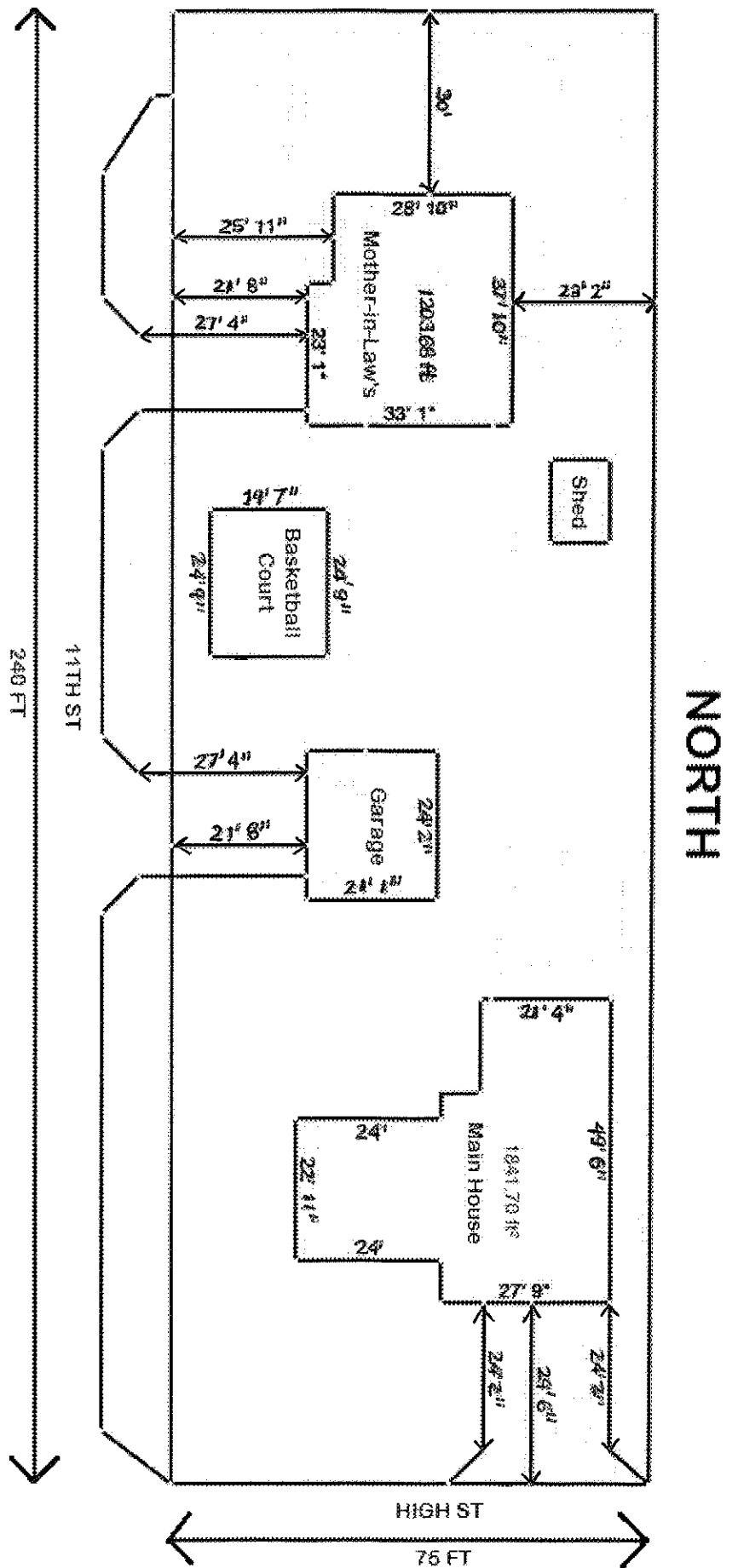
Carl Brewer, Mayor

ATTEST:

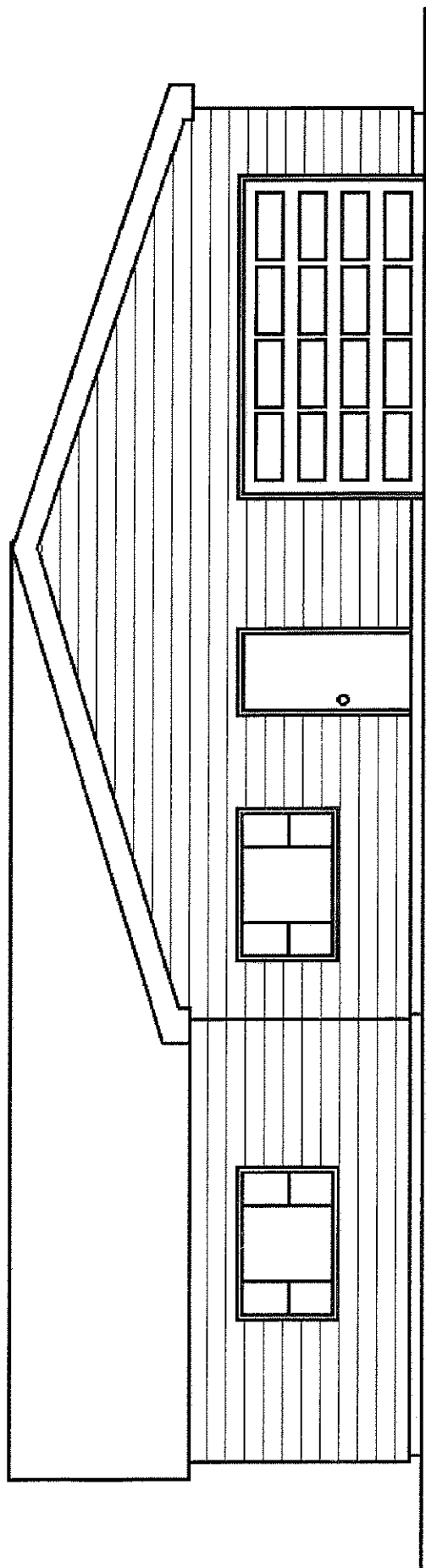
Karen Sublett, City Clerk

Approved as to form:

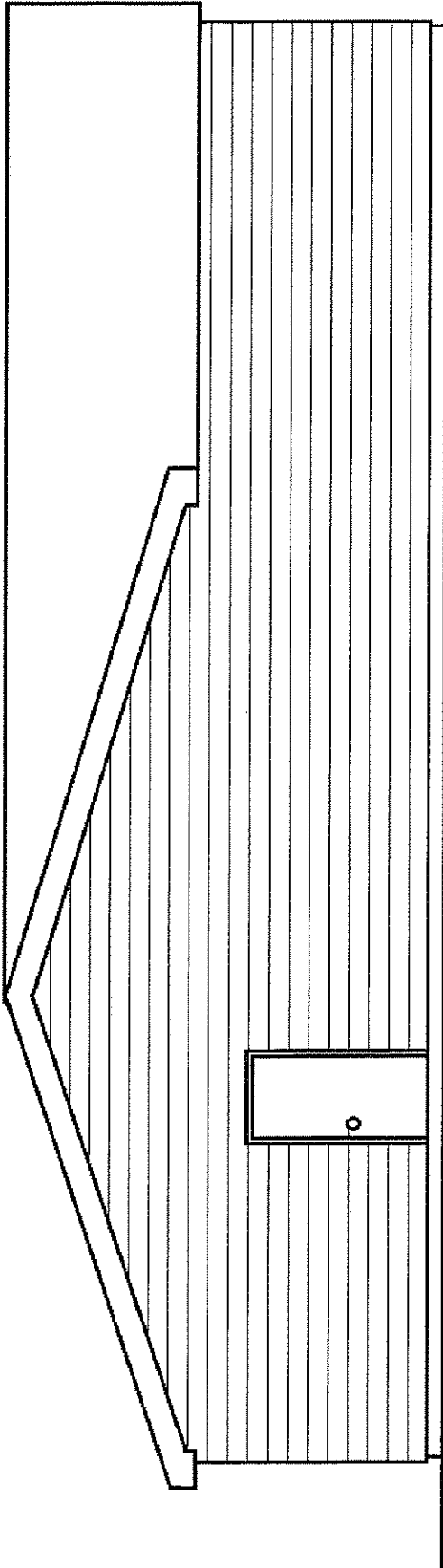
Gary E. Rebenstorf, City Attorney



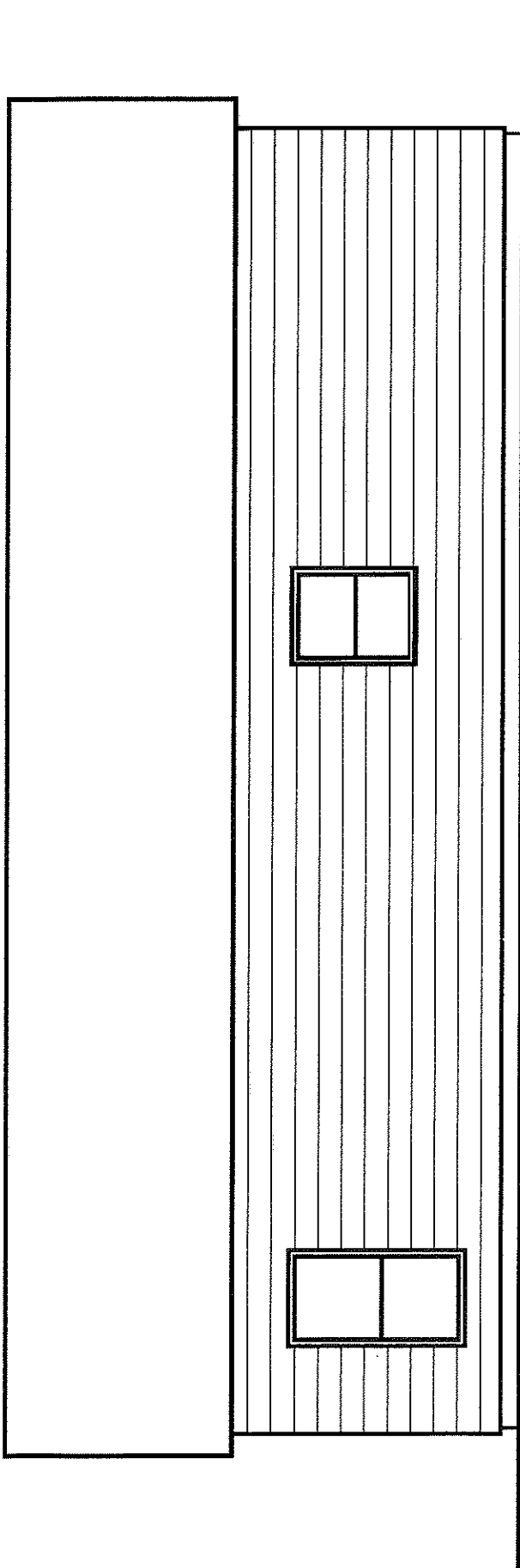
SOUTH ELEVATION



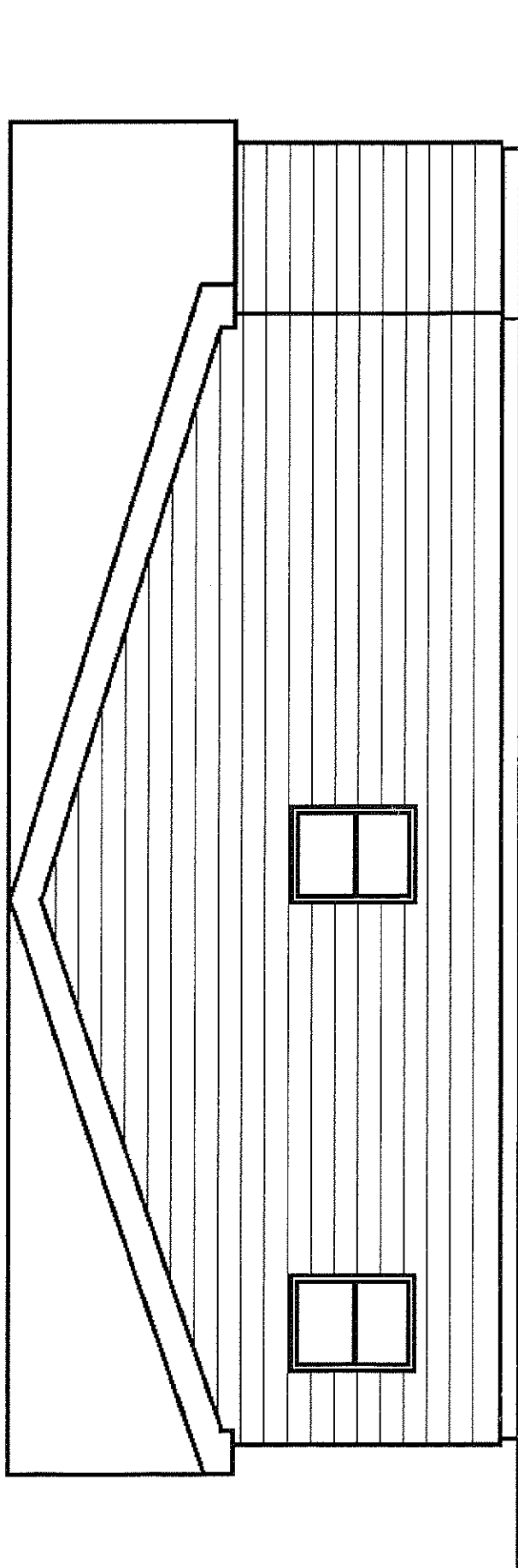
NORTH ELEVATION



EAST ELEVATION



WEST ELEVATION



Crockett, Maryann

From: Curtis & Grace Newby [cnewby7@cox.net]
Sent: Wednesday, December 11, 2013 9:28 AM
To: Crockett, Maryann
Subject: case number CON2013-00034

To whom it may concern

As a 40 year resident of this address and a former city planning department employee, myself and my wife are against the development of 1201 N High. We feel sorry for the current owner as the previous owner built the extra house behind, which is across from our home on 3531 W 11th. We were unable to make the application meeting on December 5th so we don't know if the previous owner even got the proper permits to build. We are sorry the current owner is now left dealing with this issue as it was not created by them. We are surprised that the city hasn't at least made them take down the fences where they are blocking the easement

Quite simply we don't want a rental across the street and are against any splitting of lot and rezoning of the property from single family to two or multifamily. This neighborhood is struggling to stay a good one and adding more rentals devalues it for all.

Thank you for your time

Curtis and Grace Newby
3532 W 11th
67203
3116-942-6585

RESOLUTION No. _____

A RESOLUTION AUTHORIZING A CONDITIONAL USE TO PERMIT AN ACCESSORY APARTMENT ON APPROXIMATELY 0.5 ACRES ZONED SF-5 SINGLE FAMILY RESIDENTIAL (SF-5), GENERALLY LOCATED NORTH OF HIGH STREET AND WEST OF 11TH STREET NORTH (1201 N. HIGH), IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 44-975 AS AMENDED.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS:

SECTION 1. That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, for a Conditional Use to allow an Accessory Apartment on approximately 0.5 acres zoned SF-5 Single-family Residential (SF-5).

Case No. CON2013-00034

A Conditional Use to allow an Accessory Apartment, on approximately 0.5 acres zoned SF-5 Single-family Residential (SF-5) described as:

Lot 4, Pleasant Acres Addition to Wichita, Sedgwick County, Kansas.

SUBJECT TO THE FOLLOWING CONDITIONS:

1. The Conditional Use permits one single-family accessory apartment on the site. The site shall be developed and maintained in general conformance with the approved site plan and elevation drawings.
2. The site shall be developed and maintained in conformance with all applicable regulations, including but not limited to: local zoning, including Article III, Section III-D.6 .a.(1)-(4); building, fire and utility regulations or codes.
3. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VII hereof, may, with the concurrence of the Planning Director, declare the Conditional Use null and void.

SECTION 2. That upon the taking effect of this Resolution, the notation of such Conditional Use permit shall be shown on the "Official Zoning District Map" on file in the office of the Planning Director of the Wichita-Sedgwick County Metropolitan Area Planning Department.

SECTION 3. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, City Attorney

EXCERPT MINUTES OF THE DECEMBER 5, 2013 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: CON2013-00034 - Oscar Lopez (owner) request a City Conditional Use request to permit a detached accessory apartment in SF-5 Single family Residential zoning on property described as:

Lot 4, Pleasant Acres Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicants request a conditional use for an “accessory apartment” on property zoned SF-5 Single-family Residential (SF-5), the site is located on the west side of North High and north of 11th Street North (1201 N. High). The property is currently developed with a single-family residence built in 1949, a detached garage and a detached structure proposed to be an accessory apartment. The property is approximately one-half acre in size, the site dimensions are 75 feet wide by 240 feet deep.

All properties immediately surrounding the site are zoned SF-5 and developed with single-family residences. GO General Office zoning and non-residential uses exist north of the site along the 13th Street Frontage. A B Multi-family Residential (B) zoned apartment complex exists 1-1/2 blocks northwest of the site. TF-3 Two-family Residential (TF-3) zoning exists east and west of the site, approximately two blocks in each direction.

The Wichita-Sedgwick County Unified Zoning Code (“UZC”) defines an “accessory apartment” (Art. II.Sec. II-B.1.b) as a dwelling unit that may be wholly within, or may be detached from a principal single-family dwelling unit. Accessory apartments are also subject to supplementary use regulation Art. III.Sec.III-D.6.a (1) a maximum of one accessory apartment may be allowed on the same lot as a single-family dwelling unit that may be within the main building, within an accessory building or constructed as an accessory apartment; (2) the appearance of an accessory apartment shall be compatible with the main dwelling unit and with the character of the neighborhood; (3) the accessory apartment shall remain accessory to and under the same ownership as the principal single-family dwelling unit, and the ownership shall not be divided or sold as a condominium and (4) the water and sewer service provided to the accessory apartment shall not be provided as separate service from the main dwelling. Electric, gas, telephone and cable television utility service may be provided as separate utility services.

The SF-5 zoning district property development standards call for a minimum rear setback of 20 feet for principal structures; however, accessory structure rear building setback (Sec. III-D.7.e(1)) shall be at least ten feet from the centerline of any platted or dedicated alley, and if no alley exists, then five feet from the rear lot line; accessory structures may be within three feet of a side lot line if on the rear half of the property. Accessory structures may not utilize more than one-half of any required rear yard, and shall not exceed 60 percent of the allowable height limit for the zoning district unless the accessory structure conforms to principal structure setback requirements. The SF-5 zoning district maximum height is 35 feet, 60 percent of which is 21 feet. The UZC parking standards require one off-street parking space per single-family residence and one per accessory apartment. The submitted site plan appears to conform to UZC requirements.

CASE HISTORY: The site was platted as Lot 4 of the Pleasant Acres Addition to Wichita in 1950.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5, B, GO	Single-family residences, apartment complex, offices
SOUTH:	SF-5	Single-family residences
EAST:	SF-5, TF-3	Single-family residences, duplex
WEST:	SF-5, TF-3	Single-family residences, duplex

PUBLIC SERVICES: The property is serviced by all publicly supplied municipal services. North High and 11th Street North are paved, local streets at this location with sixty feet of right-of-way each.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide map depicts this site as appropriate for “urban residential.” The “urban residential” category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The range of housing types found includes single-family detached homes, semi-detached homes, zero lot line units, patio homes, duplexes, townhouses, apartments and multi-family units.

RECOMMENDATION: The neighborhood has a mixture of land uses and housing types. This lot is deeper than average city lots, and therefore has enough room to accommodate the accessory apartment and associated parking. An existing drainage easement west of the site creates an additional 30 feet of separation from the nearest residence to the accessory apartment. Based on information available prior to the public hearings, planning staff recommends that the request be APPROVED, subject to the following conditions:

1. The Conditional Use permits one single-family accessory apartment on the site. The site shall be developed and maintained in general conformance with the approved site plan and elevation drawings.
2. The site shall be developed and maintained in conformance with all applicable regulations, including but not limited to: local zoning, including Article III, Section III-D.6 .a.(1)-(4); building, fire and utility regulations or codes.
3. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VII hereof, may, with the concurrence of the Planning Director, declare the Conditional Use null and void.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: All properties immediately surrounding the site are zoned SF-5 and developed with single-family residences. GO zoning and non-residential uses exist north of the site along the 13th Street Frontage. A B zoned apartment complex exists 1-1/2 blocks northwest of the site. TF-3 zoning exists east and west of the site, approximately two blocks in each direction.
2. The suitability of the subject property for the uses to which it has been restricted: The property is zoned SF-5 which permits the existing single-family residence. The property could continue to be used for one single-family residence; the depth of the property easily accommodates an accessory apartment and the additional required parking space.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of the request should not detrimentally impact nearby properties. The accessory apartment site is well separated from neighboring lots. The conditions of approval should minimize any impacts.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2030 Wichita Functional Land Use Guide map depicts this site as appropriate for “urban residential.” The “urban residential” category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The range of housing types found includes single-family detached homes, semi-detached homes, zero lot line units, patio homes, duplexes, townhouses, apartments and multi-family units.

5. Impact of the proposed development on community facilities: If this request is approved, the site is served by municipal services that are able to accommodate projected demand created by this request.

JESS MCNEELY, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

B. JOHNSON moved, **DENNIS** seconded the motion, and it carried (10-0).



INTEROFFICE MEMORANDUM

TO: MAPC Members

FROM: Terri Dozal, Neighborhood Assistant, District VI

SUBJECT: CON2013-00034 City Conditional Use request to permit a detached accessory apartment in SF-5 Single-Family Residential zoning, generally located west of North High Street and north of West 11th Street North (1201 N. High)

DATE: December 26, 2013

On Wednesday Dec. 18, 2013 the District VI Advisory Board (DAB) considered a City Conditional Use request to permit a detached accessory apartment in SF-5 Single-Family Residential zoning, generally located west of North High Street and north of West 11th Street North

The members were provided the MAPD staff report for review prior to the meeting. *Jess McNeely, Planner* presented the case background, reviewed the staff recommendation and answered questions of members and the public.

The Board asked/made the following questions/comments:

- Have there been any letters of opposition?
- Is the garage being used as an apartment?

There were two members of the public to speak at the 12-2-13 DAB in opposition of this request stating:

- They didn't want the zoning to be changed for the area.
- They were afraid apartments could be built.

******Action:** The District VI Advisory Board members made a motion to recommend to City Council Approval (4-0) for the Conditional Use request based on staff recommendations.

Please review this information when CON2013-00034 is considered.

mtd

City of Wichita
City Council Meeting
January 7, 2014

TO: Mayor and City Council

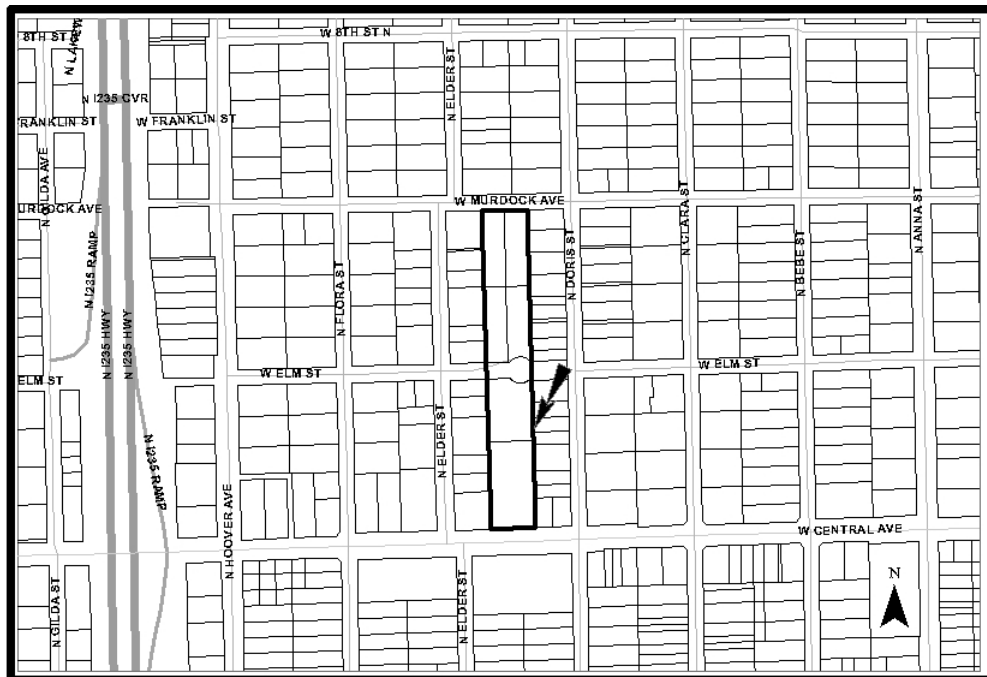
SUBJECT: SUB2013-00043 -- Plat of Nahola Addition located on the north side of Central, east of Hoover (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (8-0)



Background: The site, consisting of three lots on 4.69 acres, is located within Wichita. A zone change (PUD2012-00001) has been approved from SF-5 Single-family Residential to PUD Planned Unit Development.

Analysis: Sewer service is available to serve the site. The applicant has submitted a 100 percent Petition and a Certificate of Petitions for water and drainage improvements. The applicant has submitted a financial guarantee and a Restrictive Covenant to assure that the private street will be constructed to a public street standard. The applicant has submitted a Restrictive Covenant to provide for ownership and maintenance responsibilities of the reserve. The site is within the noise impact area of the Wichita Mid-Continent Airport; therefore the applicant has submitted an Avigational Easement and Restrictive Covenant to assure that adequate construction methods will be used to minimize the effects of noise pollution. The applicant has submitted a Planned Unit Development (PUD) Certificate identifying the approved PUD and special conditions for development.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the Certificate of Petitions, Restrictive Covenants, Avigational Easement, PUD Certificate and Resolutions as to form and the documents will be recorded with the Register of Deeds.

The Law Department has reviewed and approved the Ordinance as to form.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, adopt the Resolution and place the Ordinance on first reading.

Attachments: Certificate of Petitions.
Restrictive Covenants.
Avigational Easement.
PUD Certificate.
Ordinance.
Resolutions.

Published in The Wichita Eagle on January 17, 2014

ORDINANCE NO. 49-652

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.**

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. PUD2012-00001

Zone change request from "SF-5" Single-family Residential to PUD #37, The Nahola Planned Unit Development, subject to the provisions of the PUD on property described as:

Nahola Addition, Wichita, Sedgwick County, Kansas.

Generally located on the north side of Central, east of Hoover.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 14th day of January, 2014.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

First Published in the Wichita Eagle on January 10, 2014

RESOLUTION NO. 14-009

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER DRAIN NO. 392 (NORTH OF CENTRAL, EAST OF HOOVER) 468-84929** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER DRAIN NO. 392 (NORTH OF CENTRAL, EAST OF HOOVER) 468-84929** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Storm Water Drain No. 392 (north of Central, east of Hoover) 468-84929**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Two Hundred Fifty-Eight Thousand Dollars (\$258,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2014**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

NAHOLA ADDITION

Lots 1 and 2, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lot 1, Block 1 shall pay 705/1,000 of the total cost of the improvements. Lot 2, Block 1 shall pay 295/1,000 of the total cost of the improvements.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 7th day of January 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF,
DIRECTOR OF LAW

First Published in the Wichita Eagle on January 10, 2014

RESOLUTION NO. 14-010

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90624 (NORTH OF CENTRAL, EAST OF HOOVER)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **WATER DISTRIBUTION SYSTEM NUMBER 448-90624 (NORTH OF CENTRAL, EAST OF HOOVER)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90624 (north of Central, east of Hoover)**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Ninety-Six Thousand Dollars (\$96,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2014**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

NAHOLA ADDITION

Lot 1, Block 1

Lots 1 through 3, Block B

Lots 38 through 52, Block C

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lot 1, Block 1, NAHOLA ADDITION shall pay 1,000/1,000 of the total cost of the improvements.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 7th day of January, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF,
DIRECTOR OF LAW

COPY

CERTIFICATE OF PETITION(S)

STATE OF KANSAS)
COUNTY OF SEDGWICK)

I, Nancy J. Loescher, owner of Nahola Addition, Wichita, Sedgwick County, Kansas, do hereby certify that petition (s) for the following improvement(s) have/has been submitted to the city Council of the City of Wichita, Kansas:

1. Water Distribution System to Serve Lot 1, Block 1 in Nahola Addition, Wichita, Sedgwick County, Kansas
2. Drainage to serve Lots 1 and 2, Block 1 in Nahola Addition, Wichita, Sedgwick County, Kansas.

As a result of the above-mentioned petition(s) for improvement(s), all lots or portions thereof within Nahola Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvement(s)

Signed this 17th day of December, 2013.

By: 

Nancy J. Loescher

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

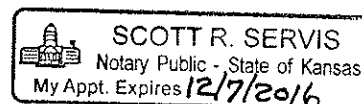
BE IT REMEMBERED that on this 17th day of December, 2013, before me, a Notary Public, in and for the County and State aforesaid, came Nancy J. Loescher, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.


Notary Public

My Commission Expires: December 7, 2016

APPROVED AS TO FORM:



Gary E. Rebenstorf, Director of Law

COPY

RESTRICTIVE COVENANT

This covenant, executed this 13th day of December, 2013

WITNESSETH

WHEREAS, the undersigned is platting certain real property to be known as NAHOLA Addition, to Wichita, Sedgwick County, Kansas; and

WHEREAS, the undersigned Nancy Loescher, Managing Member NAHOLA LLC is the current owner of

NAHOLA Addition, to Wichita, Sedgwick County, Kansas

and

WHEREAS, the undersigned desires to construct private streets, designated as Reserve "A" on the plat, to provide access to Lot 1; and

WHEREAS, the City of Wichita desires that no building permits be issued on Lot 1 until such time that the private streets are constructed or an acceptable guaranty has been submitted, accepted and approved by the City of Wichita for said paving.

NOW THEREFORE, The undersigned owner does hereby subject Lot 1 to the following covenants and restrictions:

1. No building permits shall be issued for any permanent structures on Lot 1 until such time that the owner of Lot 1 provides acceptable certification to the City of Wichita that Elm Street has been constructed to meet the requirement set forth by the City Engineer's Office; or an acceptable guaranty has been submitted, accepted and approved by the City of Wichita to provide for the paving of the street if the owner of said Lot 1 fails to construct the street privately.

This covenant runs with the land and is binding on the future owners and assigns.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written above.

[Signature]
Typed or Printed Name

Nancy J. Loescher
Typed or Printed Name

STATE OF KANSAS)
)
COUNTY OF SEDGWICK) SS

BE IT REMEMBERED, that on this 13th day of December, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came, Nancy J. Loescher, who is personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[Signature]
Notary Public

(My Commission Expires: December 7, 2016)

Approved as to form:

Gary E. Rebenstorf, Director of Law



COPY

RESTRICTIVE COVENANT

THIS DECLARATION made this 17th day of December, 2013, by Nancy J. Loescher,

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

Nahola Addition, Wichita, Sedgwick County, Kansas

WHEREAS, the Declarant's property is located near Mid-Continent Airport and is accordingly subject to considerable noise from the operation of aircraft which may infringe upon the enjoyment of said property and may affect the health and/or well being of the property's users, and


WHEREAS, the City of Wichita, in connection with approval of the plat of said addition, shall require that proper consideration be given to abate outside noise pollution within buildings constructed on said property:

NOW, THEREFORE, Declarant hereby declares that Nahola Addition, Wichita, Sedgwick County, Kansas, shall be and the same is subjected to the following restrictive covenant, to wit:

That any structure constructed on the premises shall be so designed and constructed as to minimize outside noise pollution in compliance with applicable City of Wichita and/or Sedgwick County codes and with due consideration given to the intended use of the structure. This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall be binding upon the successors and assigns, jointly and severally, by these presents.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita and or County. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

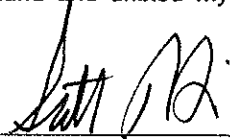
Executed the date and year first above written.

By: 
Nancy J. Loescher

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 17th day of December, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Nancy J. Loescher, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

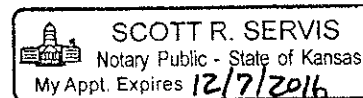


Notary Public

(My Commission Expires: 12/17/2016)

SEAL

APPROVED AS TO FORM:



Gary E. Rebenstorf, Director of Law

COPY

RESTRICTIVE COVENANT

THIS DECLARATION made this 17th day of December, 2013, by Nancy J. Loescher, the "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

Nahola Addition, Wichita, Sedgwick County, Kansas.

WHEREAS, the Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserve "A", Nahola Addition, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserve "A" is hereby reserved for Emergency Access, Drainage and Street Improvements.
2. That a Lot Owner's Association shall be formed and incorporated as a non-profit corporation under Kansas Statutes at the Declarant's sole cost by the Declarant. That Reserve "A" as designated on the plat of the Nahola Addition, shall be deeded to the Lot Owner's Association upon its incorporation or within 30 days thereafter.
3. That the declaration of covenants and other provisions of the Lot Owner's Association being formed shall provide specific pertinent language requiring that the Lot Owner's Association shall include the first or any other subsequent phase or phases for the maintenance of any and all common areas contiguous to Reserve "A", Nahola Addition, under the same scope of responsibility as the initial phase of development.
5. That the Owner hereby grants an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the common areas, as defined, for the purposes of maintaining such common areas. This easement is conditioned upon the following event or events happening:
 - A. That the Declarant or the Lot Owner, as may be appropriate, has failed to maintain the reserve in a reasonable and prudent manner.

and,

COPY

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WEREAS, this 17th day of December, 2013, Nancy J. Loescher, Land Owner & Managing Member, Donalson-Loescher Living Trust, GRANTOR hereof, does hereby grant a permanent Avigational Easement to the public authority authorized by Law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the federal Aviation Act of 1958, over all the following described real estate, to-wit:

Nahola Addition, Wichita, Sedgwick County, Kansas

By virtue of this easement the grantor for and on behalf of himself and all successors in interest to any and all of the real property above described, waives as to the public authority only and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights, nor is it to be constructed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code 1301, and shall include air space needed to insure safety in take-off and landing of aircraft.

The undersigned do hereby adopt the easement that is to run with the property and shall be binding on all parties, heirs, successors, assigns, and all persons claiming interest therein.

IN TESTIMONY WEREOF, the parties hereto have hereunto set their hands the day and year first above written.

By: Nancy J. Loescher, Member

Nancy J. Loescher, Land Owner

Managing Member, Donaldson-Loescher Living Trust

State of Kansas)

County of Sedgwick) SS

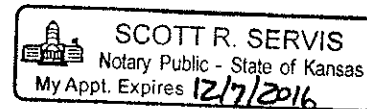
Be it remembered that on this 17th day of December, 2013, before me a Notary Public in and for said State and County, came Nancy J. Loescher, Land Owner & Managing Member, Donaldson-Loescher Living Trust, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

_____, Notary Public

My Appointment Expires: December 7, 2016

Approved as to form:

Gary E. Rebenstorf, Director of Law



NOTICE OF PLANNED UNIT DEVELOPMENT

THIS NOTICE made this 17 day of December, 2013, by the Nahola LLC, hereinafter called Declarants,

WITNESSETH

WHEREAS, Declarants are the owners of the following described properties

NAHOLA Addition, to Wichita, Sedgwick County, Kansas

and

WHEREAS, as a condition of platting, the Metropolitan Area Planning Commission requires that a notice of an approved Planned Unit Development (NAHOLA PUD-37) be filed with the Sedgwick County Register of deeds; and

NOW, THEREFORE, the Declarants hereby give notice that the approved Planned Unit Development (NAHOLA PUD-37) has placed restrictions on the use and requirements on the development of the above described property and is on file with the Metropolitan Area Planning Commission.

EXECUTED the day and year first written above by:

By:

Nancy J. Loescher

STATE OF KANSAS

)

) SS

COUNTY OF SEDGWICK

)

BE IT REMEMBERED, That on this 17th day of December, 2013, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Nancy J. Loescher and she has executed this instrument of writing on the date above first written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Notary Public

My Commission Expires: December 7, 2016



City of Wichita
City Council Meeting
January 7, 2014

TO: Mayor and City Council

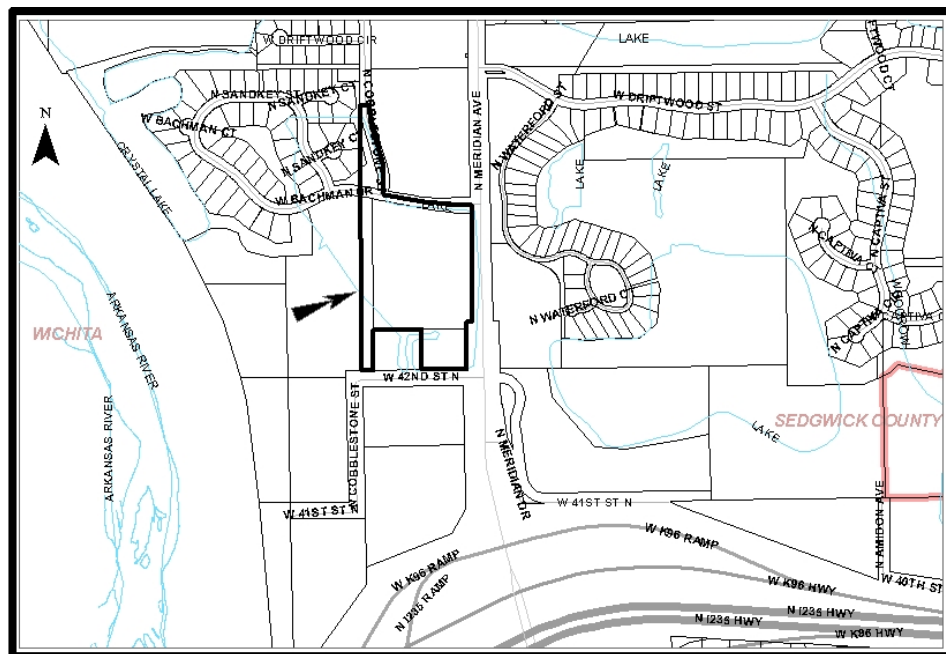
SUBJECT: SUB2011-00048 -- Plat of Lakeside at the Moorings Addition located north of K-96 Highway, on the west side of Meridian (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)



Background: The site, consisting of six lots on 15.86 acres, is located within Wichita. A zone change (ZON2010-00028) has been approved from SF-5 Single-family Residential to LC Limited Commercial. The site is subject to the Lakeside at the Moorings Commercial Community Unit Plan (CUP2010-00016/DP-323).

Analysis: The applicant has submitted 100 percent Petitions and a Certificate of Petitions for sewer, water, paving, drainage and signalization improvements. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted. The applicant has submitted a Notice of Community Unit Plan (CUP) identifying the approved CUP and special conditions for development. The applicant has submitted a Joint Access Easement to allow for shared driveways between two lots. The applicant has submitted a Cross-lot Access Agreement to assure internal vehicular movement between the lots. The applicant has submitted a Temporary Cul-de-sac Dedication. The applicant has submitted a Temporary Water Line Easement as requested by Public Works and Utilities Department.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the Certificate of Petitions, Restrictive Covenant, Notice of Community Unit Plan (CUP), Joint Access Easement, Cross-lot Access Agreement, Temporary Cul-de-sac Dedication, Temporary Water Line Easement and Resolution as to form and the documents will be recorded with the Register of Deeds.

The Law Department has reviewed and approved the Ordinance as to form.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and place the Ordinance on first reading.

Attachments: Certificate of Petitions.
Restrictive Covenant.
Notice of Community Unit Plan
Joint Access Easement.
Cross-lot Access Agreement.
Temporary Cul-de-sac Dedication.
Temporary Water Line Easement.
Ordinance.
Resolution.

Published in The Wichita Eagle on January 17, 2014

ORDINANCE NO. 49-653

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.**

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2010-00016

Zone change request from SF-5 Single-family Residential to LC Limited Commercial on property described as:

Lakeside at the Moorings Addition, Wichita, Sedgwick County, Kansas.

Generally located north of K-96 Highway, on the west side of Meridian.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 14th day of January, 2014.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

First Published in the Wichita Eagle on January 10, 2014

RESOLUTION NO. 14-011

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 132, SANITARY SEWER NO. 23. (WEST OF MERIDIAN, SOUTH OF 45TH STREET NORTH) 468-84856** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 132, SANITARY SEWER NO. 23. (WEST OF MERIDIAN, SOUTH OF 45TH STREET NORTH) 468-84856** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO- WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 132, Sanitary Sewer No. 23 (west of Meridian, south of 45th Street North) 468-84856**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of the lateral sanitary sewer improvements provided for hereof is estimated to be **One Hundred Eighty-Two Thousand Dollars (\$182,000)**, exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2014**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

LAKESIDE AT THE MOORINGS

Lots 2 through 4, Block A

Lots 1 and 2, Block B

SECTION 4. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 2, Block A, LAKESIDE AT THE MOORINGS, shall pay 210/1000 of the total cost of the improvements; Lot 3, Block A, LAKESIDE AT THE MOORINGS, shall pay 270/1000 of the total cost of the improvements; Lot 4, Block A, LAKESIDE AT THE MOORINGS, shall pay 170/1000 of the total cost of the improvements; Lot 1, Block B, LAKESIDE AT THE MOORINGS, shall pay 270/1000 of the total cost of the improvements; and Lot 2, Block B, LAKESIDE AT THE MOORINGS, shall pay 80/1000 of the total cost improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 7th day January 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF,
DIRECTOR OF LAW

First Published in the Wichita Eagle on January 10, 2014

RESOLUTION NO. 14-012

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90574 (WEST OF MERIDIAN, SOUTH OF 45TH STREET NORTH)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **WATER DISTRIBUTION SYSTEM NUMBER 448-90574 (WEST OF MERIDIAN, SOUTH OF 45TH STREET NORTH)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90574 (west of Meridian, south of 45th Street North)**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Thirty-Five Thousand Dollars (\$135,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2014**, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Nine Thousand Ninety-Five Dollars (\$9,095)

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

LAKESIDE AT THE MOORINGS

Lots 2 through 4, Block A

Lots 1 and 2, Block B

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 2, Block A, LAKESIDE AT THE MOORINGS, shall pay 210/1000 of the total cost of the improvements; Lot 3, Block A, LAKESIDE AT THE MOORINGS, shall pay 270/1000 of the total cost of the improvements; Lot 4, Block A, LAKESIDE AT THE MOORINGS, shall pay 170/1000 of the total cost of the improvements; Lot 1, Block B, LAKESIDE AT THE MOORINGS, shall pay 270/1000 of the total cost of the improvements; and Lot 2, Block B, LAKESIDE AT THE MOORINGS, shall pay 80/1000 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 7th day of January, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF,
DIRECTOR OF LAW

First Published in the Wichita Eagle on January 10, 2014

RESOLUTION NO. 14-013

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **MOORINGS CIRCLE** FROM THE WEST LINE OF MERIDIAN AVENUE, WEST TO AND INCLUDING THE OFFSITE TEMPORARY TURNAROUND AND THAT SIDEWALK BE CONSTRUCTED ON MOORINGS CIRCLE (WEST OF MERIDIAN, SOUTH OF 45TH STREET NORTH) 472-85069 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **MOORINGS CIRCLE** FROM THE WEST LINE OF MERIDIAN AVENUE, WEST TO AND INCLUDING THE OFFSITE TEMPORARY TURNAROUND AND THAT SIDEWALK BE CONSTRUCTED ON MOORINGS CIRCLE (WEST OF MERIDIAN, SOUTH OF 45TH STREET NORTH) 472-85069 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to pave **Moorings Circle** from the west line of Meridian Avenue, west to and including the offsite temporary turnaround and that sidewalk be constructed on Moorings Circle (west of Meridian, south of 45th Street North) 472-85069.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Two Hundred Eighty Thousand Dollars (\$280,000)** exclusive of the cost of interest on borrowed money, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2014**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

LAKESIDE AT THE MOORINGS

Lots 2 through 4, Block A

Lots 1 and 2, Block B

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 2, Block A, LAKE SIDE AT THE MOORINGS, shall pay 210/1000 of the total cost of the improvements; Lot 3, Block A, LAKE SIDE AT THE MOORINGS, shall pay 270/1000 of the total cost of the improvements; Lot 4, Block A, LAKE SIDE AT THE MOORINGS, shall pay 170/1000 of the total cost of the improvements; Lot 1, Block B, LAKE SIDE AT THE MOORINGS shall pay 270/1000 of the total cost of the improvements; and Lot 2, Block B, LAKE SIDE AT THE MOORINGS, shall pay 80/1000 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 7th day of
January, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF,
DIRECTOR OF LAW

First Published in the Wichita Eagle on January 10, 2014

RESOLUTION NO. 14-014

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING A **TRAFFIC SIGNALIZATION DEVICE TO SERVE THE MAJOR OPENING ON MERIDIAN AVENUE AT MOORINGS CIRCLE (WEST OF MERIDIAN, SOUTH OF 45TH STREET NORTH) 472-85070** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING A **TRAFFIC SIGNALIZATION DEVICE TO SERVE THE MAJOR OPENING ON MERIDIAN AVENUE AT MOORINGS CIRCLE (WEST OF MERIDIAN, SOUTH OF 45TH STREET NORTH) 472-85070** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct a **traffic signalization device to serve the major opening on Meridian Avenue at Moorings Circle (west of Meridian, south of 45th Street North) 472-85070**.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Seventy-Seven Thousand Dollars (\$177,000)** exclusive of the cost of interest on borrowed money, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2014**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

LAKESIDE AT THE MOORINGS

Lots 2 through 4, Block A

Lots 1 and 2, Block B

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 2, Block A, LAKESIDE AT THE MOORINGS, shall pay 210/1000 of the total cost of the improvements; Lot 3, Block A, LAKESIDE AT THE MOORINGS, shall pay 270/1000 of the total cost of the improvements; Lot 4, Block A, LAKESIDE AT THE MOORINGS, shall pay 170/1000 of the total cost of the improvements; Lot 1, Block B, LAKESIDE AT

THE MOORINGS, shall pay 270/1000 of the total cost of the improvements; and Lot 2, Block B, LAKE SIDE AT THE MOORINGS, shall pay 80/1000 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 10th day of
January, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF,
DIRECTOR OF LAW

First Published in the Wichita Eagle on January 10, 2014

RESOLUTION NO. 14-015

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING **STORM WATER DRAIN NO. 386 (WEST OF MERIDIAN, SOUTH OF 45TH STREET NORTH) 468-84857** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF **STORM WATER DRAIN NO. 386 (WEST OF MERIDIAN, SOUTH OF 45TH STREET NORTH) 468-84857** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Storm Water Drain No. 386 (west of Meridian, south of 45th Street North) 468-84857**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Two Hundred Ninety Thousand Dollars (\$290,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2014**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

LAKESIDE AT THE MOORINGS

Lots 2 through 4, Block A

Lots 1 and 2, Block B

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 2, Block A, LAKESIDE AT THE MOORINGS, shall pay 210/1000 of the total cost of the improvements; Lot 3, Block A, LAKESIDE AT THE MOORINGS, shall pay 270/1000 of the total cost of the improvements; Lot 4, Block A, LAKESIDE AT THE MOORINGS, shall pay 170/1000 of the total cost of the improvements; Lot 1, Block B, LAKESIDE AT THE MOORINGS, shall pay 270/1000 of the total cost of the improvements; and Lot 2, Block B, LAKESIDE AT THE MOORINGS, shall pay 80/1000 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 7th day of January, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

COPY

CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, CBB Northlakes, LLC, a Kansas limited liability company, owner of LAKESIDE AT THE MOORINGS, Wichita, Sedgwick County, Kansas, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Improvements
2. Water Improvements
3. Paving Improvements
4. Storm Water Drain Improvements
5. Traffic Signalization Improvements

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within Lakeside at the Moorings, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 21st day of November, 2013.

CBB Northlakes, LLC

By: Brad C. Bachman
Brad C. Bachman, Managing Member

By: Kurt William Bachman
Kurt William Bachman, Managing Member

✱

Certificate of Petition
Page 2 of 2

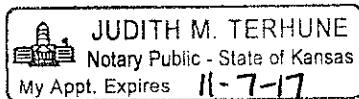
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 21st day of November, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Brad C. Bachman and Kurt William Bachman as Managing Members of CBB Northlakes, LLC, a Kansas limited liability company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-17)



Approved as to form:

Gary E. Rebenstorf, Director of Law

COPY

RESTRICTIVE COVENANT

THIS DECLARATION made this 21st day of November, 2013, by CBB Northlakes, LLC, a Kansas Limited Liability Company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

LAKESIDE AT THE MOORINGS

Lots 1 through 4, Block A
Lots 1 and 2, Block B

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserves "A", "B", and "C", Lakeside at the Moorings, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserve "A" is hereby reserved for landscaping, entry monuments, signs, streets and related uses, access, open space, drainage purposes, water lines and related appurtenances as confined to easement, and utilities.

Reserves "B" and "C" are hereby reserved for landscaping, open space, berms, lakes, detention/retention areas, drainage purposes, water lines and related appurtenances as confined to easement, and utilities as confined to easements.

Reserves "A", "B", and "C", shall be owned and maintained by the Lot Owners Association for the addition.

2. That a Lot Owner's Association shall be formed and incorporated as a non-profit corporation under Kansas Statutes, at the Declarant's sole cost. Reserves "A", "B", and "C", as designated on the plat of Lakeside at the Moorings, shall be deeded to the Lot Owner's Association upon its incorporation or within 30 days thereafter.

✕

3. That the declaration of covenants and other provisions of the Lot Owner's Association being formed shall provide specific pertinent language requiring that the Lot Owner's Association shall include the first or any other subsequent phase or phases for the maintenance of any and all common areas contiguous to Reserves "A", "B", and "C", to Lakeside at the Moorings under the same scope of responsibility as the initial phase of development.

4. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserve, as defined, for the purposes of maintaining such Reserve. This easement is conditioned upon the following event or events happening:

A. That the Declarant or the Lot Owners Association, as may be appropriate, has failed to maintain the reserve in a reasonable and prudent manner.
and,

B. That the appropriate governing body has given written notice to the Declarant or the Lot Owners Association and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Lot Owners Association shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against all lots in Lakeside at the Moorings, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

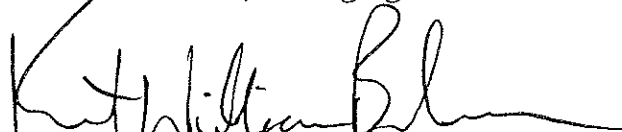
This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in Lots in LAKESIDE AT THE MOORINGS, Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

CBB Northlakes, LLC

By: 
Brad C. Bachman, Managing Member

By: 
Kurt William Bachman, Managing Member

2

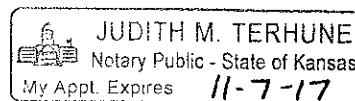
STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 21st day of November, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Brad C. Bachman and Kurt William Bachman as Managing Members of CBB Northlakes, LLC, a Kansas limited liability company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-17)



Approved as to form:

Gary E. Rebenstorf, Director of Law

COPY

NOTICE OF COMMUNITY UNIT PLAN

THIS NOTICE made this 21st day of November, 2013, by CBB Northlakes, LLC, a Kansas limited liability company, hereinafter called Declarant.

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

LAKESIDE AT THE MOORINGS

Lots 1 through 4, Block A

Lots 1 and 2, Block B

and

WHEREAS, Declarant is desirous to file notice that a community unit plan approved by the Wichita City Council is on file with the Metropolitan Area Planning Department, known as Lakeside at the Moorings Commercial Community Unit Plan (DP-323).

NOW, THEREFORE, the Declarant wants to make notice that the approved community unit plan has placed restrictions on the use and requirements on the development of the above described real property. The Metropolitan Area Planning Department is located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

The community unit plan shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to said Lakeside at the Moorings.

EXECUTED the day and year first written above.

CBB Northlakes, LLC

By: Brad C. Bachman
Brad C. Bachman, Managing Member

By: Kurt William Bachman
Kurt William Bachman, Managing Member

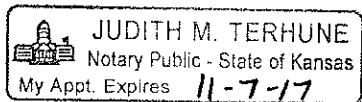
STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 21st day of November, 2013,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Brad C. Bachman and Kurt William Bachman as Managing Members
of CBB Northlakes, LLC, a Kansas limited liability company, personally known to me
to be the same persons who executed the within instrument of writing and such
persons duly acknowledged the execution of the same, for and on behalf and as the
act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-17)



Approved as to form:

Gary E. Rebenstorf, Director of Law

2

COPY

GRANT OF JOINT ACCESS EASEMENT

WHEREAS, CBB Northlakes, LLC, a Kansas limited liability company, is the owner of the real property hereinafter described:

Lots 1, 2, and 3, Block A,
Lakeside at the Moorings,
Wichita, Sedgwick County, Kansas

and

WHEREAS it is determined that it is in the best interests of the parties and their successors and assigns that a certain common easement, as hereinafter described, be established and conveyed for the use and benefit of all the parties hereto, their successors, assigns, and licensees.

NOW, THEREFORE, be it known that the undersigned does hereby grant and convey for itself, its successors, grantees, licensees and assignees in interest, the right to use for ingress and egress the joint access easement as are hereinafter setforth.

Joint access easement for ingress and egress to Lots 1 and 2, Block A, Lakeside at the Moorings, from Meridian Ave., over and across the following real estate:

The east 52.00 feet of the north 30.00 feet of Lot 1, Block A, Lakeside at the Moorings, Wichita, Sedgwick County, Kansas,

and,

Joint access easement for ingress and egress to Lots 2 and 3, Block A, Lakeside at the Moorings, from Meridian Ave., over and across the following real estate:

The east 52.00 feet of the south 30.00 feet of Lot 3, Block A, Lakeside at the Moorings, Wichita, Sedgwick County, Kansas.

It is agreed that such easement shall be a perpetual easement until and unless amended, revoked, or released by all of the parties in interest or their successors or assigns and that the same shall be a covenant running with the land and shall be

x

Lakeside at the Moorings

Joint Access Easement

Page 1 of 2

binding upon the grantors herein, their grantees, their heirs, assigns, licensees, successors, and assignees in interest.

It is further contracted and covenanted that such easement shall be for driveway, ingress, and egress purposes and such easement shall not be used for parking purposes or utilized in any manner so as to impede or inconvenience the use of such easement for the purposes herein setforth. Maintenance of said easements shall be in the mutual interests and responsibilities to all party's interest and their successors, heirs, and/or assigns.

In testimony whereof the undersigned has set their hands this 21st day of November, 2013.

CBB Northlakes, LLC

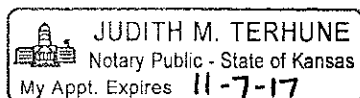
By: Brad C. Bachman
Brad C. Bachman, Managing Member

By: Kurt William Bachman
Kurt William Bachman, Managing Member

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 21st day of November, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Brad C. Bachman and Kurt William Bachman as Managing Members of CBB Northlakes, LLC, a Kansas limited liability company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



(My Appointment Expires: 11-7-17)

Judith M. Terhune
Notary Public

Approved as to form:

Gary E. Rebenstorf, Director of Law

2

COPY

DECLARATION OF CROSS LOT ACCESS AND EASEMENT

This Declaration is made as of this 21st day of November, 2013, by the undersigned.

- A. The undersigned are the owners of Lots 1 through 4, Block A, and Lots 1 and 2, Block B, Lakeside at the Moorings, Wichita, Sedgwick County, Kansas.
- B. The undersigned desires to provide for cross lot access and easements for pedestrian and vehicular traffic over and across all Lots in said Lakeside at the Moorings.

NOW, THEREFORE, the undersigned hereby declares, establishes and grants to and for the benefit of each of their respective lots, for the convenience of the owners and employees, customers, and invitees of the owners thereof, mutual non-exclusive easements and rights-of-way for the purpose of ingress and egress of vehicular and pedestrian traffic along and across those portions of the respective parcels on said Lots to be established as driveways and sidewalks from time to time.

Said easements are for the purpose of providing ingress and egress between and for the benefit of each of the parcels on said lot, the owners thereof, their employees, customers and invitees. There shall be erected no continual fence or other barrier which would prevent or obstruct the passage of such vehicular and pedestrian traffic between said parcels; provided, however, that this Declaration shall not be construed to create any rights in the general public nor as a dedication to public use of any portion of said parcels on said Lots.

The easements herein granted are superior and paramount to the rights of the owner of the servient estates so created and shall be deemed covenants that run with the land and shall inure to the benefit of and be binding upon the owners of said Lots, their successors and assigns.

x

CBB Northlakes, LLC

By: Brad C. Bachman
Brad C. Bachman, Managing Member

By: Kurt William Bachman
Kurt William Bachman, Managing Member

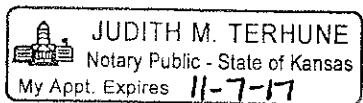
STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 21st day of November, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Brad C. Bachman and Kurt William Bachman as Managing Members of CBB Northlakes, LLC, a Kansas limited liability company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-17)



Approved as to form:

Gary E. Rebenstorf, Director of Law

2

COPY

TEMPORARY CUL-DE-SAC DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, CBB Northlakes, LLC, a Kansas limited liability company, being the owners of the following described real estate in Sedgwick County, Kansas, to wit:

That part of Government Lot 1, Section 25, Township 26 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Beginning at the northwest corner of Moorings Cir. as dedicated in Lakeside at the Moorings, Wichita, Sedgwick County, Kansas; thence S00°11'21"W along the west line of said Moorings Cir., 100.31 feet to the southwest corner of said Moorings Cir.; thence westerly along a non-tangent curve to the left, through a central angle of 00°19'17" and having a radius of 1350.00 feet, an arc distance of 7.57 feet, (having a chord length of 7.57 feet bearing N85°19'19"W), to the point of curvature of a non-tangent curve to the right; thence southwesterly, westerly, northwesterly, northerly, northeasterly, easterly, and southeasterly along said curve, having a central angle of 276°22'46" and a radius of 75.00 feet, an arc distance of 361.78 feet, (having a chord length of 100.00 feet bearing N04°31'03"E), to the point of beginning.

do hereby dedicate the above-described real estate to the public for street purposes. Said temporary cul-de-sac dedication shall expire at the time Moorings Circle is extended in the future.

k

Lakeside at the Moorings

Temporary Cul-De-Sac Dedication

Page 1 of 2

Executed this 21st day of November, 2013.

CBB Northlakes, LLC

By: Brad C. Bachman
Brad C. Bachman, Managing Member

By: Kurt William Bachman
Kurt William Bachman, Managing Member

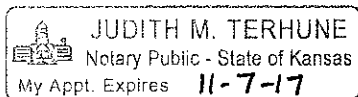
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 21st day of November, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Brad C. Bachman and Kurt William Bachman as Managing Members of CBB Northlakes, LLC, a Kansas limited liability company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-17)



Approved as to form:

Gary E. Rebenstorf, Director of Law

2

COPY

TEMPORARY WATER LINE EASEMENT

THIS EASEMENT made this 19th day of November, 2012, by and between CBB Northlakes, LLC, a Kansas limited liability company, party of the first part, and the City of Wichita, party of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party, for the benefit of the public, a temporary right-of-way and easement for the purpose of constructing, maintaining, and repairing a water line over, along, and under the following-described real estate situated in Sedgwick County, Kansas, to-wit:

A 20.00 foot wide tract of land in Lakeside at the Moorings, Wichita, Sedgwick County, Kansas described as follows: Commencing at the southeast corner of Lot 2, Block A, in said Lakeside at the Moorings; thence northerly along the east line of said Lot 2, 21.00 feet for a point of beginning; thence westerly parallel with the south line of said Lot 2, 140.00 feet; thence northerly parallel with the east line of said Block A, and as extended northerly, 699.44 feet to a point on the north line of Lot 1, Block B, in said Lakeside at the Moorings; thence easterly along the north line of said Lot 1, 20.04 feet to a point 120.00 feet normally distant westerly of the east line of said Block B; thence southerly parallel with the east line of said Blocks B and A, 678.25 feet to a point 41.00 feet normally distant northerly of the south line of said Lot 2; thence easterly parallel with the south line of said Lot 2, 120.00 feet to a point on the east line of said Lot 2; thence southerly along the east line of said Lot 2, 20.00 feet to the point of beginning.

Said easement shall expire upon the removal and/or the relocation of the existing water line presently located within said easement.

Temporary Water Line Easement
Page 2 of 2

IN WITNESS WHEREOF: The said first party has signed these presents the
day and year first above written.

CBB Northlakes, LLC

By: Brad C. Bachman, Member
Brad C. Bachman, Managing Member

By: Kurt William Bachman
Kurt William Bachman, Managing Member

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 19th day of November, 2012,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Brad C. Bachman and Kurt William Bachman, as Managing Members
of CBB Northlakes, LLC, a Kansas limited liability company, personally known to me
to be the same persons who executed the within instrument of writing and such
persons duly acknowledged the execution of the same on behalf, and as the act and
deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.

Nancy L. Stahl
Notary Public

(My Appointment Expires: October 13, 2013)

Approved as to form:



Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
January 7, 2014

TO: Wichita Airport Authority

SUBJECT: Hawker Beechcraft Global Customer Support, LLC
Paint Hangar Lease Agreement
1830 Airport Road, Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the agreement.

Background: Since December 1991, the Wichita Airport Authority (WAA) has had a lease agreement with Wichita Airport Facilities (WAF) for use of a paint hangar located at 1830 Airport Road on Mid-Continent Airport. WAF subleased the 5,625 sq. ft. paint hangar to Hawker Beechcraft Global Customer Support, LLC (Hawker). The term of the agreement with WAF for the paint hangar expired on October 31, 2013, and WAF did not renew the lease.

Analysis: Hawker is desirous of leasing the paint hangar directly from the WAA. The term is a one-year period and then the term continues on a month-to-month basis. During this time, Hawker will design and construct a new paint hangar to be developed on Mid-Continent Airport. A new lease for the future paint hangar will be on the WAA agenda in early 2014.

Financial Considerations: The land rental rate of \$0.3735 per sq. ft. that WAF has been paying to the WAA will continue with Hawker. However, the facility rental rate of \$8.22 per sq. ft. will result in new annual revenue to the WAA of \$46,238.

Legal Considerations: The agreement has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the agreement and authorize the necessary signatures.

Attachments: Agreement.

USE AND LEASE AGREEMENT

By and Between

WICHITA AIRPORT AUTHORITY
Wichita, Kansas

and

HAWKER BEECHCRAFT GLOBAL CUSTOMER SUPPORT, LLC

for

Paint Hangar
Wichita Mid-Continent Airport
1830 S. Airport Road
Wichita, Kansas

THIS AGREEMENT is entered into this January 7, 2014, between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas (LESSOR) and HAWKER BEECHCRAFT GLOBAL CUSTOMER SUPPORT, LLC, Federal Tax Identification # 48-0677338 (LESSEE).

WHEREAS, LESSOR is a governmental or quasi-governmental entity authorized under the laws of the State of Kansas to own and operate one or more airports, with full, lawful power and authority to enter into binding legal instruments by and through its governing body; and

WHEREAS, LESSOR owns, operates, regulates, administers, and maintains the campus of Wichita Mid-Continent Airport (Airport); and

WHEREAS, LESSEE is an individual, or an entity authorized to operate in the state of Kansas that desires to lease a parcel or parcels of land defined below (Premises) on the campus of Wichita Mid-Continent Airport (Airport) from LESSOR under the terms and conditions set forth below in this Use and Lease Agreement (Agreement) for the purpose of leasing a commercial hangar by LESSEE on the Premises;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, LESSOR and LESSEE do hereby covenant and agree as follows:

1. PREMISES

LESSOR agrees to let to LESSEE, and LESSEE does hereby rent from LESSOR certain real property located at 1830 S. Airport Road, consisting of 12,850 sq. ft. of land, (Premises), as set forth and shown on the attached Exhibit "A". The Premises shall include the land and any facilities, structures and improvements located and constructed on the land.

Except as may be otherwise expressly provided in this Agreement, the taking of possession of the Premises by LESSEE shall in itself constitute acknowledgement that the Premises are in good and tenantable condition, and LESSEE agrees to accept Premises in its presently existing condition, "as is," "where is," and that LESSOR shall not be obligated to make any improvements or modifications thereto except to the extent that may otherwise be expressly provided in this Agreement.

2. INITIAL TERM

The Term of this Agreement shall commence on January 1, 2014, and shall continue for a period of one-year ("Initial Term"), with the Initial Term expiring on December 31, 2014, unless otherwise terminated under provisions agreed to herein. This agreement may be automatically extended on a month-to-month basis, commencing January 1, 2015. These subsequent extensions will continue until cancelled by either party, without cause, by giving a 30-day written notice.

3. LAND RENT

Upon commencement of this Agreement, LESSEE shall pay to LESSOR basic land rental for the Premises located at 1830 S. Airport Road, containing 12,850 sq. ft. That rent shall be calculated as follows:

Initial Term			Annual Rate Per Sq. Ft.	Monthly
01/01/2014	-	12/31/2014	.3735	\$399.96
Month-	To-	Month	.3735	\$399.96

4. FACILITY RENT

Upon commencement of this Agreement, LESSEE shall pay to LESSOR Facility Rent for the Premises located at 1830 S. Airport Road containing 5,625 sq. ft. The parties hereby agree that the Facility Rent for the one-year (1) period, effective January 1, 2014 and expiring on December 31, 2014, shall be set at an annual rate of \$8.22 per square foot. This rental will result in an annual payment of \$46,237.56, or monthly installments of \$3,853.13.

Therefore, the combined rent of land and facility for the Initial Term shall be payable in monthly installments of \$4,253.09, due on the first day of each month.

Facility rent during the month-to-month extensions for the use of said Premises shall continue at a pro rata amount of the annual payment of \$46,237.56. Therefore, the combined rent of land and facility for the Initial Term shall be payable in monthly installments of \$4,253.09, due on the first day of each month, commencing on January 1, 2015.

5. OTHER FEES AND CHARGES

It is understood and agreed by LESSEE that LESSOR may assess fees and charges to LESSEE according to rates established by LESSOR's Schedule of Fees and Charges. Such Schedule shall be amended from time to time by action of the LESSOR.

6. PAYMENT PROCEDURE

LESSEE shall pay to LESSOR in advance on the first day of each month, without demand or invoicing, for both facility rental and land rental for the Premises as set forth herein. In the event LESSEE fails to make payment within ten (10) days of the dates due as set forth in this Agreement, then LESSOR, may charge LESSEE a monthly service charge of twelve percent (12%) on an annual basis for any such overdue amount, unless a lesser sum is set as the maximum allowable under state statutes on any such overdue amount, plus reasonable attorneys' and administrative fees incurred by LESSOR in attempting to obtain payment.

LESSEE shall make all payments to the Wichita Airport Authority, and in a form acceptable to LESSOR. ACH direct deposit is preferred. Bank account and routing information is available upon request. Payments made by check shall be delivered or mailed to:

Wichita Airport Authority
2173 Air Cargo Road
Wichita, Kansas 67209

or such other address as designated in writing.

7. LESSEE'S IDENTITY

LESSEE must be a natural person or an entity, firm, company, corporation, partnership, limited liability company, or a joint venture which has substance under State of Kansas Law and a specific legal identity and business purpose as registered with the Secretary of State in the LESSEE's state of business residence.

8. PERMITTED USE OF PREMISES

Upon performance of all provisions contained in this Agreement, LESSEE, as an aircraft maintenance operator, shall have the right of use of the Premises to operate and maintain hangar. LESSEE shall have the right of ingress and egress, in common with others, for both vehicles and aircraft, for the benefit of its employees, invitees, contractors, subcontractors, agents and representatives, to be exercised in a reasonable manner. This right of ingress and egress is granted for activities incidental or related to LESSEE'S approved activities, and for no other purposes except as may be approved in writing by LESSOR. This right is subject to federal, state and local security and safety requirements and standards. As required by Kansas state statute, it is understood and agreed that the Premises shall be used and occupied for aviation purposes or purposes incidental or related thereto in support of an aircraft maintenance operator.

LESSEE recognizes that other tenants now and hereafter may occupy other portions of the Airport, and that such other tenants shall have the right to use public roadways, streets, ramps, taxiways, runways, access gates, lighting, beacons, navigational aids, or other conveniences for aeronautical operations, and these common facilities are not under an exclusive use lease; and LESSEE shall conduct its operations in such a manner as to not impede access by others to these common facilities, nor in any other way interfere with, nor disrupt the business of other tenants or the quiet enjoyment of their leasehold interests at the Airport.

LESSOR reserves the right to grant and/or permit other parties the right to use any portion of the Airport, except that described in Section 1, Premises, for any permitted purpose, and upon any fair and non-discriminatory terms established by the LESSOR.

LESSEE, its affiliated entities, subsidiaries, employees, agents, representatives, contractors, and subcontractors, will not transact or otherwise engage in any other activities, business, and/or services on or from the Premises, except as described in this Agreement, unless such is provided for by a separate written approval, or amendment to this Agreement, and subject to approval by LESSOR.

9. PROHIBITED USE OF PREMISES

The Premises shall not be used for any purpose not expressly authorized in Section 8, Permitted Use of Premises. The following operations, services and concessions shall be specifically prohibited on or from the Premises:

- (a) Commercial catering, restaurant and/or lounge concessions;
- (b) Commercial (for hire) ground transportation;
- (c) Commercial “paid” parking;
- (d) Commercial hotel or lodging;
- (e) Sale of non-aviation products and services;
- (f) Sale, trade or bartering of aviation fuels, or other fuel or lubricant products;
- (g) Revenue-producing communication systems or systems not directly applicable to LESSEE’s operations on the Premises;
- (h) Automobile rental service;
- (i) Storage and/or maintenance of any auto, truck, trailer, camper, boat, jet ski, motor cycle, recreational vehicle or other non-aviation or non-aircraft service and support vehicle or equipment;
- (j) Commercial outdoor advertising;
- (k) Any activity reasonably considered by LESSOR to not be aviation purposes or purposes incidental or related thereto in connection with a aircraft maintenance operator.

The LESSEE shall not perform, or allow to be performed any engine “run-up” in excess of fifty percent (50%) power level on the Premises.

10. NON-EXCLUSIVE USE OF CERTAIN FACILITIES

LESSOR grants the LESSEE, in common with other users, the non-exclusive use of the Airport and appurtenances, together with all facilities, improvements and services which are now, or may hereafter be provided at, or in connection with the Airport. This use is limited to the purposes for which such facilities were designed and constructed, and for no other purposes, and is available

only from time to time and on a non-exclusive use basis, according to the discretionary operational decisions of LESSOR. These facilities include, but are not limited to roadways, streets, ramps, taxiways, runways, access gates, lighting, beacons, navigational aids, or other conveniences for aeronautical operations which are not exclusively leased areas of the LESSEE or of any other tenant on the Airport.

11. LESSEE'S RIGHTS AND PRIVILEGES

LESSEE shall have the following rights and privileges on the Premises and on the Airport:

- (a) The rights to install, operate, repair, and store upon the Premises all personal property and fixtures necessary for the conduct of LESSEE's lawful business.
- (b) The right of ingress and egress to and from the Premises, which rights shall extend to LESSEE's invitees, contractors, subcontractors, agents, representatives and employees; subject, however, to all reasonable security regulations;
- (c) The right in common with others authorized to do so, to use the common areas of the Airport, consisting of but not limited to roadways, streets, ramps, taxiways, runways, access gates, lighting beacons, and navigational aids.
- (d) The right to uninterrupted taxiway connection and access from the Premises to the LESSOR's air operations area (AOA) connecting and adjacent to the Premises.

12. LESSOR'S RIGHTS AND PRIVILEGES

LESSOR expressly reserves from the Premises:

- (a) Mineral Rights. All gas, oil and mineral rights in and under the soil.
- (b) Water Rights. All statutory, exempt, vested, and granted appropriation rights for the use of water, and all rights to request further appropriations for the Premises.
- (c) Airspace. A public right of flight through the airspace above the surface of the Premises. This public right of flight will include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operation on the Airport. No liability on the part of LESSOR or any Tenant will result from the exercise of this right.
- (d) Navigational Aids. The right to install, maintain and modify and/or permit others to install, maintain and modify on the Premises visual and electronic navigational aids.
- (e) Entry and Inspection of Premises. The right of LESSOR, its authorized officers, employees, agents, contractors, subcontractors, authorized government agents, or other representatives to enter upon the Premises:

- (1) To inspect at reasonable intervals during regular business hours (or any time in case of emergency or lawful investigation) to determine whether LESSEE has complied, and is complying with the terms and conditions of this Agreement;
- (2) To Inspect Premises, facilities, and equipment for compliance with laws, regulations and/or codes of the federal, state or local government, airport rules and regulations and airport standard operating procedures; and
- (3) To construct or erect new facilities, or to perform maintenance, repair, or replacement relating to the Premises or any facility thereon, as may be required and necessary, but LESSOR shall not be obligated to exercise this option.
- (f) Radio/Wireless Communication Systems. The right to approve or withhold approval of any use of fixed RF Systems for the transmission of radio frequency signals in/on the Premises.
- (g) General Provisions. The right to exercise any and all rights set out in Section 50, General Provisions.
- (h) Signage. The right to enter onto the premises for installation, and the right to install any signage on the Premises required by law, order, rule, regulation, Airport Security Program or federal directive.

Provided that exercise by LESSOR of any such reserved rights (a) through (h) shall be without expense to the LESSEE and shall not unreasonably or materially interfere with LESSEE's use of the Premises and shall not delay LESSEE in the exercise of its rights or the performance of its duties hereunder or increase the costs of such performance.

13. NON-INTERFERENCE WITH AIRPORT OPERATIONS

LESSEE covenants and agrees that it shall not allow any condition on the Premises, nor permit the conduct of any activity on such Premises, which shall materially or adversely affect the development, improvement, operation, or maintenance of the Airport or its facilities, nor shall LESSEE use or permit the Premises to be used in any manner which might interfere with the landing and take-off of aircraft from the Airport or otherwise constitute a hazard to the general public, or to LESSOR's tenants or the customers, agents, invitees, contractors, representatives and employees of those tenants.

LESSEE covenants and agrees that it shall not allow any condition on the Premises, nor permit the conduct of any activity on such Premises, which shall materially or adversely affect, infringe upon, block or interrupt the operations and business activity of other airport tenant leaseholds.

14. COOPERATION WITH AIRPORT DEVELOPMENT

LESSEE understands and agrees that LESSOR may pursue Airport development, improvements and maintenance activities from time-to-time that may affect the Premises and other areas of the Airport. LESSEE agrees to work cooperatively and in good faith with the LESSOR and other tenants and contractors in development, improvement and maintenance activities to minimize any disruptions. If requested by the LESSOR, LESSEE shall cooperate with and assist the LESSOR to the greatest extent possible in the development and implementation of any plans, designs, ingress/egress, or transition that may arise in connection with such Airport development, improvement, and maintenance activities. LESSOR may temporarily or permanently close, re-route, or consent to the closing or re-routing of any method of ingress or egress on the Airport, so long as the means of ingress and egress are reasonably equivalent to current access available to LESSEE. LESSOR may temporarily close the runway, taxiways, ramps or portions thereof for purposes of maintenance, replacement, re-construction or expansion. Provided that exercise by LESSOR of any such Airport development, improvement, or maintenance shall be without expense to the LESSEE and shall not unreasonably or materially interfere with LESSEE's use of the Premises, and shall not delay LESSEE in the exercise of its rights or the performance of its duties hereunder or increase the costs of such performance.

15. FUTURE ALTERATION AND IMPROVEMENT STANDARDS

LESSEE may, with prior written approval of LESSOR, and by lease amendment, if appropriate, add to, improve, or alter the Premises subject to all conditions set forth herein. Any such addition or alteration must be designed and constructed in a manner that will not weaken or impair the structural strength or reduce the value or functionality of the Premises or existing improvements thereon. LESSEE shall design and construct improvements on the Premises subject to the LESSOR'S express approval of LESSEE'S proposed plans and specifications. Such construction shall adhere to the terms of this Agreement and to any additional design and construction standards, Airport Standard Operating Procedures, Airport Minimum Standards, Airport Security Program, and any other applicable regulations, codes and requirements set out by LESSOR or any governmental agency, or unit. Plans and specification review submittals shall follow accepted practice for such deliverables, and the LESSOR shall provide comments, as applicable, on each submittal. It shall be the responsibility of LESSEE to file all necessary alteration and construction forms.

16. CONSTRUCTION COSTS

LESSEE agrees to pay all costs incurred in connection with the construction of future additions, improvements and alterations, unless otherwise expressly agreed to in writing by the LESSEE and LESSOR. LESSEE agrees to make direct payment to all materials, product and service providers for all such costs as they are incurred. LESSEE shall have no right, authority, or power to bind LESSOR or any interest of LESSOR in the Premises, for the payment of any claim for labor or material or for any charge or expense incurred in the erection, construction, operation, or maintenance of said improvements and Premises.

Before beginning construction, LESSEE shall, by agreement with its contractor or otherwise, provide performance, labor and material payment bonds and statutory bonds in the full amount of the project contract with respect to any improvements that exceeds five thousand dollars (\$5,000) constructed on the Premises. The general contractor under any such contract shall be the principal and a surety company or companies qualified to do business in Kansas shall serve as surety. Such performance, labor and material payment bonds shall name the Wichita Airport Authority and the City of Wichita, Kansas as the obligees.

For improvement that exceeds five thousand dollars (\$5,000) constructed on the Premises, LESSEE shall purchase and maintain a builder's risk insurance policy, or require its prime contractor to carry such policies, in a sum equal to the full project replacement value as set forth in Section 25, Liability Insurance. Builder's Risk coverages shall be in effect from the date of the construction notice-to-proceed and continue in force until all financial interest ceases. LESSEE shall also purchase and maintain any other insurance policies described in Job Site Requirements document relating to construction of the Premises. All other coverages shall remain in force as described in the Job Site Requirement document. The Wichita Airport Authority and the City of Wichita shall be named as additional insured on such policies, and all policies shall be written by insurers subject to LESSOR's reasonable approval.

17. CONSTRUCTION INSPECTIONS

LESSOR shall have the right at any reasonable time prior to the completion of the construction of facilities and improvements and any future alterations and improvements thereto, to enter upon the Premises for the purpose of inspecting the construction thereof, to determine whether or not the improvements are being constructed substantially in accordance with the plans and specifications. If at any time during the progress of such construction, it is determined that the improvements are not being constructed substantially in accordance with the plans and specifications, upon receipt of written notice from the LESSOR, the LESSEE shall make or cause to be made such reasonable alterations as may be required to cause the improvements to

substantially conform to the plans and specifications. However, LESSOR has no duty to undertake such inspections, and LESSOR will not be held to any duty of care regarding such inspections, if conducted.

18. REMOVAL AND DEMOLITION

LESSEE shall not remove or demolish, in whole or in part, any improvements upon the Premises without the prior written consent of the LESSOR, which may, at its discretion, condition such consent upon the obligation of LESSEE replacing the same by a reasonable improvement specified in such consent. LESSEE shall obtain written consent before commencing demolition and restoration. Failure to obtain this consent shall entitle the Authority to such compensation as is necessary to restore the affected improvements.

19. TITLE TO FACILITIES, IMPROVEMENTS AND FIXTURES

It is understood and agreed that title to the Premises and to all existing and future structures, facilities, improvements and fixtures shall be, and shall remain, exclusively with LESSOR, the Wichita Airport Authority.

LESSEE shall, without cost to LESSOR, furnish and install all non-attached furniture, movable partitions, decorations, accessories, equipment, and tools necessary to conduct its business, which shall retain status as personal property even though temporarily affixed to the Premises. Title/ownership to non-attached personal property shall remain with LESSEE.

The term "fixtures", whenever used in this Agreement, shall be construed to include all structures and fixed systems and equipment erected or installed upon the Premises, all fencing, grading and pavement, all underground wires, cables, pipes, conduits, tanks, drains and drainages; and all other property of every kind and nature which is permanently affixed to the Premises, except LESSEE's personal property.

All facilities, structures and improvements, and alterations and additions to the Premises, excluding personal property of LESSEE, placed at the expense of LESSEE, shall remain upon and be surrendered with the Premises as a part thereof, on any termination of this Agreement, for any cause, and shall remain the property of the LESSOR.

20. LIENS

LESSEE shall take or cause to be taken all steps that are required or permitted by law in order to avoid the imposition of any lien upon the Premises or any improvements thereon. Should any lien be placed on the Premises or any improvements thereon, LESSEE shall cause to be removed any and all liens of any nature. This obligation includes, but is not limited to, tax liens and liens arising out of or because of any financing, construction or installation performed by or on behalf of LESSEE or any of its contractors or subcontractors upon LESSEE's Premises or arising out of or because of the performance of any work or labor to it or them at said Premises or the furnishing of any materials to it or them for use at said Premises. Should any such lien be made or filed, LESSEE shall bond against or discharge the same within thirty (30) days after actual notice of the same from any source, whether from LESSOR or otherwise, and provide written proof of discharge or bonding to LESSOR within that time. LESSEE acknowledges that LESSEE acquires no equity interest in the Premises, notwithstanding its construction of improvements on the Premises. Although such improvements accrue to the LESSOR, improvements are for the enhancement of LESSEE's use of the Premises. LESSEE has no agency authority to act on behalf of LESSOR for any such construction. LESSEE may not mortgage or pledge as collateral its leasehold interest herein without the prior written consent of the LESSOR.

LESSOR may consent, upon LESSEE's written request, to an assignment of rents to a governmentally regulated and insured commercial lender as partial security for financing of LESSEE's activities on the Premises, which assignment is intended to be a present transfer to such lender of all of LESSEE's rights to collect and receive rents and charges from approved users, operators, sublessees and permittees. Lender(s) shall have no rights to assign this Agreement or sublease the Premises without the prior written consent of the LESSOR as required under Section 23, Assignment and Section 24, Subleasing, Permitting and Contracting. Upon LESSEE's written consent LESSOR agrees to give Lender(s) notice of any default or cancellation of the Agreement, and allow Lender(s) the same opportunity as the LESSEE under the Agreement to correct any condition or cure any default. Nothing in this Section is intended to relieve the LESSEE of its obligations under this Agreement.

21. TAXES, LICENSES AND PERMITS

LESSEE shall promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operation or lease of the Premises. LESSEE may elect, however, at its own cost and expense, to contest any such tax, excise, levy, or assessment. LESSEE will keep current all Federal, State or local licenses, operating certificates or permits required for the conduct of its operations. LESSEE represents and warrants to LESSOR that it has obtained all license, franchise, operating certificates or other agreements or permits necessary to operate LESSEE's operation in accordance with the terms of this Agreement, and LESSEE covenants to keep all such licenses, franchises, permits, operating certificates and other agreements in full force and effect during the Term of this Agreement.

LESSEE shall pay all lawful taxes and assessments which, during the term hereof, may become a lien upon or which may be levied by the State, County, City or any other tax levying body, upon the leased Premises or upon any taxable interest of LESSEE acquired in this lease agreement, or any taxable possessory right which LESSEE may have in or to the leased Premises, including any improvements or facilities located on the Premises, as well as LESSEE shall also pay all lawful taxes and assessments on taxable property, real or personal, owned by LESSEE in and about said Premises. Nothing in this Section shall prevent LESSEE from contesting the legality, validity or application of any such tax or assessment to the full extent LESSEE may be lawfully entitled so to do.

22. UTILITIES

LESSEE shall pay all costs for utility services (whether for installation, service, administration, connection, or maintenance thereof) used by LESSEE at or upon the Premises with no responsibility or expense accruing or inuring to LESSOR, including all permits, licenses or authorizations necessary in connection therewith. Such payments by LESSEE shall be made directly to the utility supplier or service provider, except that if such utilities should be supplied by the LESSOR, then in this event, LESSEE will pay those costs to LESSOR within thirty (30) days after receipt of LESSOR'S invoice. LESSOR agrees that any such costs invoiced to LESSEE will be based on the rates charged to LESSOR by utility supplier, plus reasonable capital and administrative recovery costs.

Unless otherwise agreed upon in writing, if LESSEE requires utilities beyond that currently provided or that are available to be extended to the Premises boundary, LESSEE agrees to pay the full cost and expense associated with the upgrade/extension/installation of all such utilities related to its use of the Premises, and to comply with all provisions for maintaining such utilities.

The LESSOR reserves for itself the right to upgrade, extend, install, maintain and repair all utilities and services on or across the Premises, whether or not such services or utilities are for the benefit of LESSEE. The LESSOR shall take all reasonable care and diligence to protect existing improvements and utilities, and shall avoid to the greatest extent possible any unreasonable interference or interruption to LESSEE's operations.

All electrical, data and communications utilities installed or caused to be installed shall be underground, and no utility services or other cables or wires shall be installed on poles or otherwise above ground. Unless otherwise provided in this Agreement, all utilities and conduits or ducts installed by anyone on the Premises shall be considered fixtures as defined under Section 19, Title to Facilities, Improvements and Fixtures, and shall become the owned property of LESSOR. All utility facilities installations shall meet the requirements of Section 15, Future Alteration and Improvement Standards of this Agreement.

Wastes not legally permitted and authorized for disposal into the storm and/or sanitary drainage system shall not be discharged, connected or introduced into storm and/or sanitary drains and the storm and/or sanitary drainage system. LESSEE shall take all reasonable precautions to prevent the discharge of material into any drainage system that would create interference with the flow therein, or that would cause a hazard or unlawful contamination thereto. A copy of LESSEE's Stormwater Pollution Prevention Plan and Spill Prevention Control and Countermeasure Plan shall be submitted to the LESSOR upon the LESSOR's request.

23. ASSIGNMENT

With the exception of assignment to a parent or "holding" company or subsidiary, LESSEE shall have no right to assign or delegate any of its rights or duties pursuant to this Agreement without the prior written consent of LESSOR. Any assignment or delegation so made and so permitted shall be subject to all terms, conditions and other provisions of this Agreement. Any attempted assignment or delegation in violation of this provision shall be void and have no force or effect whatsoever.

24. SUBLEASING, PERMITTING AND CONTRACTING

LESSEE shall not sublease, rent or permit any persons, firms or corporations to occupy any part of the Premises, or to provide any type of commercial or non-commercial operation, aviation or otherwise, on the Premises without having first received the prior written consent of LESSOR, granted only under the following conditions:

(a) Any arrangements must be in the form of a written instrument and must be for purposes and uses of the Premises as authorized under this Agreement, and shall be subject to the provisions of this Agreement. LESSEE shall submit a copy of such proposed instrument at the time of requesting consent of LESSOR.

(b) All sublease(s) must comply with Sections 8 and 9 of this Agreement, and will be reviewed for compliance by LESSOR to that end. Any arrangement for the subleasing of space must be in conformance with the use of the Premises outlined in this Agreement, unless expressly approved otherwise in writing by LESSOR.

(c) LESSEE must keep current records on file and available for LESSOR's inspection, that describes the nature and document the legitimacy of the sublessee's business, including all current municipal, state, or local licenses or permits required for the conduct of sublessee's business.

(d) LESSEE hereby agrees that it shall incorporate language acceptable to LESSOR into all of its sublease agreements, placing on any sublessee and that sublessee's affiliated entities, customers, employees, invitees, contractors, and subcontractors similar restrictions, as may be appropriate to its approved uses as those which bind LESSEE and its use of the facility through this Agreement. LESSEE shall also incorporate and make reference to this Agreement, as may be amended from time to time, to ensure sublessee's operations and conduct are subject to and are in compliance with the terms and conditions of this Agreement, as may be amended from time to time. Any sublease agreement shall explicitly state that it is subordinate to this Agreement, and that the sublessee shall never obtain rights in the Premises greater than those held by LESSEE under this Agreement, as amended. Any sublessee shall be specifically subject to eviction from the Premises as a result of termination, cancellation, or expiration of this Agreement, irrespective of sublessee's state of compliance with the terms of its sublease.

(e) LESSEE shall at all times during the term(s) of approved sublease(s), remain responsible to LESSOR for the compliance of its sublessees with the terms and conditions of any approved sublease and with this Agreement. LESSOR may look to LESSEE directly to satisfy any failure of sublessee to comply with these documents.

(f) Consent to one sublease permit or subcontract shall not be deemed consent to any subsequent sublease permit or subcontract. Prior written consent of the LESSOR shall be required for each sublease permit or subcontract executed by the LESSEE.

It is understood and agreed that this Section does not apply to third party hangar space lease/rental arrangements for private use of aircraft storage, and office space related and

incidental to the operation and administration thereof, as may be customary in the normal course of business as a commercial hangar operator.

25. LIABILITY INSURANCE

LESSEE shall procure, maintain and carry, at its sole cost, in accordance with and/or until completion of this Agreement all insurance, as required per the amounts as set forth below. Insurance shall be furnished by a company licensed to do business in Kansas.

Insurance certificates shall be issued on a standard ACORD form or such other documentation as may be acceptable to LESSOR in its discretion and include the NAIC number of the insuring company. Each insurance company's rating, as shown in the latest Best's Key Rating Guide, shall be no less than A-VII, unless otherwise approved by the LESSOR, or from a Workers' Compensation pool approved by the State of Kansas. Insurance certificates must be received and approved by the LESSOR prior to occupancy. LESSOR retains the right to require changes in the character, coverages and amounts of coverage commensurate with changes in the LESSEE'S use of the Premises.

The failure of LESSOR to reject the LESSEE'S proffered insurance shall not be deemed to constitute an acceptance by the LESSOR of deficient insurance coverage. If the LESSEE fails to procure or maintain any of the specified coverages the LESSOR has the right, but not the obligation, to secure the coverage and charge the cost to the LESSEE along with a 20% administrative fee.

The LESSEE shall be responsible for determining the types and limits of insurance coverage required by any approved SUBLESSEE. At a minimum, such SUBLESSEE shall carry Workers' Compensation, general liability (minimum of \$1,000,000 per occurrence) and automobile liability (minimum of \$500,000 combined single limit). LESSEE shall require in any approved sublease that the Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds on the SUBLESSEE'S general liability policy.

The requirements, procurement and carrying of the required insurance shall not limit any of the LESSEE's obligations or liability under this Agreement or as a matter of law.

Where "minimum limits" of insurance are specified in this Section, such minimum insurance limits are required and considered by LESSOR to be the lowest insured amounts acceptable under this Agreement. The LESSEE is not limited or restricted whatsoever in securing additional insurance coverage and higher insured limits than those specified herein if, at the LESSEES determination and discretion and commensurate with the type of activity and associated business and operational risk, additional coverage and higher limits are necessary and appropriate.

Insurance shall include the following terms, conditions and minimum limits:

a) WORKERS' COMPENSATION

LESSEE shall maintain Workers' Compensation insurance to cover the statutory requirements of the Workers' Compensation laws of the State of Kansas for its operations on the Premises, and when applicable, to Federal Laws and Voluntary Compensation and Employer's Liability (including occupational disease) coverage.

b) AUTOMOBILE LIABILITY

LESSEE shall maintain automobile insurance, which shall include all owned, non-owned and hired automobiles used on the Premises, and shall have minimum bodily injury and property damage limits as outlined herein.

Combined Single Limit	\$500,000 Each Accident
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c) GENERAL LIABILITY

LESSEE shall maintain General Liability Insurance on an occurrence form. Minimum limits, as outlined herein, shall be:

Annual Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

The Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds.

d) UMBRELLA/EXCESS LIABILITY COVERAGE

The LESSEE shall provide minimum Umbrella/Excess liability limits (excess of all coverages other than Workers' Compensation) of:

Each Occurrence Limit	\$1,000,000
Annual Aggregate Limit	\$1,000,000

e) HANGARKEEPERS AND PREMISES LIABILITY COVERAGE

The LESSEE shall maintain Hangarkeepers and Premises Liability Insurance.

Minimum limits, as outlined herein, shall be:

Each Occurrence Limit \$5,000,000

Annual Aggregate Limit \$10,000,000

The Wichita Airport Authority and the City of Wichita shall be added as additional insureds for the Premises Liability only.

LESSEE agrees that in the event of future changes in the law or upon notice by the LESSOR, the minimum levels of insurance required by this Section may be increased within the bounds of commercial reasonableness.

LESSEE agrees, prior to the commencement of the Agreement, to provide LESSOR with copies of certificates. This Agreement shall not commence until evidence of insurance satisfactory to LESSOR are supplied by LESSEE. LESSEE shall provide LESSOR updated certificates of insurance the earlier of annually, or upon renewal, which certificate shall demonstrate the coverage required in this Section for the ensuing 12 month period. Failure to maintain satisfactory insurance policies in force shall constitute grounds for cancellation of this Agreement as set forth in Section 29, Cancellation by Lessor.

LESSEE shall be solely responsible for obtaining insurance policies that provide coverage for losses of LESSEE-owned property. Authority shall not be required to provide such insurance coverage or be responsible for payment of LESSEE's cost for such insurance.

26. ALL RISK PROPERTY INSURANCE

LESSEE, at its expense, throughout the term of this Agreement, shall cause any structures, facilities, improvements and fixtures on the Premises to be insured against loss or damage by fire or other casualty equal to the full replacement value thereof and by an all risk coverage policy furnished by a company licensed to do business in Kansas. Such policy shall not exclude, or in the alternative, shall carry full coverage endorsements for damage from tornado, hail, flood, and sewer backup, and shall furnish LESSOR a certificate evidencing such insurance. The proceeds of any payments made under such insurance policy or policies shall be used to rehabilitate or reconstruct the insured facilities, subject to the provisions governing damage or destruction found at Section 46, Damage and Destruction. LESSEE agrees, prior to the commencement of the Agreement, to provide LESSOR with copies of all certificates evidencing that such insurance are

in full force and effect, and stating the terms thereof. This Agreement shall not commence until certificates of insurance satisfactory to LESSOR are supplied by LESSEE. LESSEE shall provide LESSOR updated certificates of insurance the earlier of annually, or upon renewal, which certificate shall demonstrate the coverage required in this Section for the ensuing 12 month period. Failure to maintain satisfactory insurance policies in force shall constitute grounds for cancellation of this Agreement.

27. SUBROGATION OF INSURANCE

LESSOR hereby waives any and all rights of recovery against LESSEE for or arising out of damage or destruction of the building, or the demised Premises, or any other property of LESSOR, from causes then included under any of LESSOR's property insurance policies, to the extent such damage or destruction is covered by the proceeds of such policies, whether or not such damage or destruction shall have been caused by the negligence of LESSEE, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver without diminution of LESSOR coverage.

LESSEE hereby waives any and all rights of recovery against LESSOR for or arising out of damage to or destruction of any property of LESSEE from causes then included under any of LESSEE's property insurance policies, to the extent such damage or destruction is covered by the proceeds of said policies, whether or not such damage or destruction shall have been caused by the negligence of LESSOR, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

28. LOSS OF PERSONAL PROPERTY

Any personal property of LESSEE or others placed in or upon the Premises shall be at the sole risk of the LESSEE, and LESSOR shall not be responsible or liable for any loss, damage and replacement thereto, regardless of the cause of such loss or damage, and the LESSEE waives all rights of subrogation against recovery from the LESSOR for such loss or damage unless such loss or damage is the result of the LESSOR's negligence.

29. CANCELLATION BY LESSOR

The LESSOR, in addition to any other rights to which it may be entitled by law or otherwise, may cancel this Agreement by giving LESSEE written notice in the event of default by LESSEE under this Agreement continuing for more than sixty (60) days after the LESSEE's receipt of written notice of such event of default and opportunity to cure from the LESSOR, upon or after the happening of any one of the following events:

- (a) LESSEE shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and LESSEE is thereafter adjudicated bankrupt pursuant to such proceedings;
- (b) A court shall take jurisdiction of LESSEE and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act;
- (c) Receiver of LESSEE's assets shall be appointed;
- (d) LESSEE shall be divested of its estate herein by other operation of law;
- (e) LESSEE shall fail to perform, keep and observe any of the obligations, terms, warranties or conditions contained in this Agreement that on the part of LESSEE are to be performed, kept or observed.

If any such condition or default cannot reasonably be corrected within the 60-day period and LESSEE has demonstrated due diligence with respect to curing said default, then, at the LESSOR's sole discretion, such cure period may be extended for consecutive periods of 30 days, as long as diligent progress is made toward cure, with a reasonably foreseeable resolution date. Under such circumstances, default may be treated as cured until cured. Should diligent progress cease, or the reason for default become apparent as insoluble, then the term shall cease and expire at the end of the 30-day extension then in effect.

Acceptance of rental by LESSOR for any period or periods after a notice of default is issued by LESSOR of any of the obligations, terms, warranties and conditions herein contained to be performed, kept and observed by LESSEE shall not be deemed a waiver of any other right on the part of LESSOR to cancel this Agreement for failure by LESSEE so to perform, keep and observe any of the obligations, terms, warranties, or conditions hereof to be performed, kept and observed. No waiver of default by LESSOR of any of the obligations, terms, warranties or conditions hereof to be performed, kept and observed by LESSEE, shall be construed to be or act as a waiver of any subsequent default of any of the obligations, terms, warranties or conditions herein contained to be performed, kept and observed by LESSEE.

30. CANCELLATION BY LESSEE

The LESSEE, in addition to any other rights to which it may be entitled by law or otherwise, may cancel this Agreement by giving LESSOR written notice in the event of default by LESSOR under this Agreement continuing for more than sixty (60) days after the LESSOR's receipt of written notice of such event of default and opportunity to cure from the LESSEE, upon or after the happening of any one of the following events:

(a) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport or any major part thereof for Airport purposes and the remaining in full force of such permanent injunction for a period of at least one hundred eighty (180) days.

(b) Inability of the LESSEE to use, for a period in excess of one hundred eighty (180) days, the Airport or any part of the facility because of any law, order, rule, regulation or other action or non-action of the Federal Aviation Administration or any other governmental authority, or because of fire, earthquake, other casualties or acts of God or the public enemy.

(c) LESSOR shall fail to perform, keep and observe any of the obligations, terms, warranties or conditions contained in this Agreement that on the part of LESSOR are to be performed, kept or observed:

- i. LESSEE may give LESSOR written notice to correct such condition or cure such default, and if any such condition or default shall continue for sixty (60) days after receipt of such notice by LESSOR, LESSEE may terminate this Agreement and the term hereof shall cease and expire at the end of such sixty (60) days in the same manner and to the same effect as if it were the expiration of the Initial or Option Term, unless such condition or default cannot reasonably be corrected within the 60-day period and LESSOR has demonstrated due diligence with respect to curing said default, then such cure period may be extended for consecutive periods of 30 days, as long as diligent progress is made toward cure, with a reasonably foreseeable resolution date. Under such circumstances, default may be treated as cured until cured. Should diligent progress cease, or the reason for default become apparent as insoluble, then the term shall cease and expire at the end of the 30-day extension then in effect;

(d) Assumption by the United States Government or any other authorized agency thereof of the operation, control or use of the Airport and the facility herein described, or of any substantial part or parts thereof in such a manner as to substantially restrict the LESSEE for a period of one hundred eighty (180) days from operating on and within the facility.

(e) In the event of destruction of the facilities, improvements, or the demised Premises as more fully described in Section 46, Damage or Destruction.

31. MAINTENANCE AND REPAIR

LESSEE shall maintain and keep at its sole cost and expense, the Premises and the fixtures and appurtenances thereto in the condition the Premises were in when originally subleased from Wichita Airport Facilities, subject to reasonable wear and tear, and keep the Premises free of trash, debris and obstructions. LESSEE, at its sole cost and expense, shall maintain and keep in good repair the entirety of the leased Premises and within all improvements placed thereon.

LESSEE's maintenance obligations include, but not limited to, the following:

- (a) Exterior of structures, and all exterior mechanical systems (heating, ventilation and air conditioning, and associated motors, boilers, chillers and ducting). "Exterior of structures" shall include but is not limited to the roofs, exterior façade and siding, exterior walls, gutters, downspouts, and load bearing structures of the buildings.
- (b) The interior of all structures on the Premises including, but not limited to leasehold improvements, glass, paint, ballast and light bulb replacement, doorways, doors, walls, floors, plumbing, electrical, interior mechanical systems (heating, ventilation and air conditioning, and associated motors, boilers, chillers, ducting and filters), decorations and finishes, plumbing fixtures, equipment and furnishings, telephone, communication and data cables, conduit and accessories, piping, motors, signs, and any other repairs as required or necessary to keep all structures on the Premises in proper condition for the conduct of business.
- (c) Grading and drainage systems and drains, paving, lighting, parking lots, fencing, streets and roadways within the Premises.
- (d) Repair or replacement of any damaged paved surfaces and/or sub-grade on the Premises.
- (e) Connection of all utilities including, but not limited to, underground utility lines and connections within the leased Premises, connection and other fees.
- (f) From time to time and as often as reasonably required by LESSOR and in accordance with state and local fire codes, conduct appropriate tests of all fire monitoring, alarm and extinguishing equipment, systems and apparatus located on the Premises. Keep in proper functioning order all fire suppression and extinguishing systems and equipment located on the Premises as required by LESSOR, and in accordance with NFPA, and state and local fire codes.
- (g) All janitorial service, landscaping, landscape maintenance and mowing, and daily routine Premises clean-up work and trash removal to keep the Premises in good and tenantable condition throughout the term of this Agreement.
- (h) Removal and disposal of garbage, debris, contaminants and any other waste material (whether solid or liquid) arising out of its occupancy of the leased Premises or out of its operation. Such removal shall conform to all governmental requirements and regulations as more fully described herein. Such removal and disposal of garbage,

debris, contaminants, or other waste material is understood to include routine clean-up of the Premises. LESSEE shall immediately react and take prompt corrective actions to remove and dispose of any paper, garbage and debris on Premises upon demand of LESSOR. LESSEE shall provide, and screen from public view, suitable covered receptacles for all garbage, trash and other refuse. Piling of boxes, cartons, barrels, pallets or other similar items in an unsightly or unsafe manner on or about the Premises is forbidden.

(i) Repair or replacement of any damaged paved surfaces and/or sub-grade on the Airport that may be caused due to the LESSEE's negligence or intentional misuse, or consent to use of such facilities of others. Negligence use includes, including but not limited to, the use exceeds the weight bearing capacity limits of the pavements.

LESSOR shall be responsible for maintenance, repair and replacement of paved surfaces and storm drainage systems on the Airport not within or upon the Premises. At anytime during the term of this Agreement, LESSOR, its agents or employees, shall have the right to enter upon the Premises and within all improvements placed thereon, to conduct reasonable inspections, and to direct work done as needed to meet the above-described maintenance condition in a timely manner.

Should LESSEE not meet the established maintenance and repair obligations for all improvements, LESSOR may, but is not required to, accomplish the needed repairs by Airport staff or a contract with a third party, with such repairs being made at LESSEE's expense. A twelve percent (12%) administrative fee will be charged on any task that is performed by the LESSOR or its agent on behalf of LESSEE upon thirty (30) days prior written notice of its intent to do so. The fee will be applied to the total cost incurred by the LESSOR in performing the task. The fee represents the LESSOR's cost to manage the task including procurement services, approval processes, management staff time, supervision and overhead. In case of emergency action taken in order to protect against personal injury or property damage but not limited to, for which no notice is necessary, LESSOR shall charge the same cost to the expense of LESSEE and a twenty percent (20%) administrative fee.

32. SNOW AND ICE REMOVAL

LESSEE shall be responsible for all snow and ice removal on the Premises. Aircraft parking ramps and other Air Operations Areas within the Premises shall be maintained to a winter surface condition safe for aircraft operations, and safe for customers and employees moving and working on the ramp. At no time shall LESSEE engage in snow and ice removal beyond the Premises without the prior approval of the LESSOR.

Snow piles, windrows or other accumulations of snow shall not:

- (a) Be closer than twenty five feet from any security fence;
- (b) Block any access gates or controls;
- (c) Block or impede any taxiway or taxi lane;
- (d) Impose an obstruction within the object free area (OFA) of any taxiway or taxi lane;
- (e) Infringe upon, block or interrupt the business of other airport tenant leaseholds.

Snow piles and accumulations requiring removal may be stored on pre-approved/arranged paved or non-paved areas.

Only FAA approved dry and liquid chemicals may be used for de-icing or snow removal on aircraft operating surfaces, as set forth in Advisory Circular 150/5200-30, current edition, or as may be amended, *Airport Winter Operations and Safety*, Section 4-6 *Approved Chemicals*, current edition, or as may be amended.

The use of snow and ice removal contractors may be authorized subject to prior written approval by LESSOR, and subject to acceptable completion of contractor employee training, and other reasonable safety requirements and standards that LESSOR may impose, including but not limited to compliance with Airport Rules and Regulations, and Standard Operating Procedures. All such snow and ice removal contractors shall maintain a general liability insurance policy of not less than \$2,000,000 limit, naming LESSEE, LESSOR and the City of Wichita as additional insureds.

LESSOR shall be responsible for snow and ice removal on paved surfaces of the Airport not within the Premises.

33. LANDSCAPING

LESSEE shall provide and install appropriate landside landscaping and screening, including lawn, shrubbery, trees, bushes, and other plantings and screening on the Premises as a part of the construction of the improvements. All proposed landscaping plans and screening designs shall be submitted to the LESSOR for review and approval, which approval shall not be unreasonably withheld or unduly delayed. Such landscaping shall be in accordance with the Airport's design guidelines in effect at that time, and shall not be installed in such a manner so as to create a wildlife food source, habitat and hazard to aircraft operations. LESSEE agrees to maintain and/or replace such landscaping installations at least seasonally throughout the term of this Agreement or any extension thereof should they fail to survive in a manner aesthetically pleasing to LESSOR, a judgment which is to be exercised with reasonable discretion.

34. EXTERIOR SIGNS AND ADVERTISING

LESSEE agrees that no signs or advertising material shall be erected on the Premises or on any improvement or facility on the Premises unless the design and layout of such signs and advertising material, together with the materials and method of construction of such signs and advertising material, shall have been approved in advance in writing by LESSOR, which approval shall not be unreasonably withheld or unduly delayed.

LESSEE shall not erect, install, operate, nor cause or permit to be erected, installed, or operated upon any non-leased Premises of the Airport property, any signs, banners, or other similar devices for its own business, or the business of others. This provision shall not have the effect of limiting or restricting LESSEE's right to enter into an agreement with LESSOR'S authorized and permitted marketing, advertising or signage agency for the display of informational, marketing or advertising media at approved designated locations on Airport property.

LESSEE shall have not right to erect or install, or cause or consent to be erected or installed any commercial outdoor advertising by an outdoor commercial advertising agency.

35. PORTABLE STORAGE CONTAINERS/STRUCTURES

Unless specifically approved in writing, and under conditions specified by LESSOR, LESSEE shall not place or allow to be placed upon Premises, any type of portable storage container, trailer, unit, box, or barrel which is used to store merchandise and/or equipment and supplies outside of an enclosed permanent building or structure, which does not qualify as a building or structure under Title 18 of the Code of the City of Wichita. Unless specifically approved, and under conditions specified by LESSOR, LESSEE shall not place or allow to be placed upon Premises, any type of portable or temporary structure, trailer, mobile home, modular structure or device.

LESSOR will not unreasonably withhold approval of such container(s) and structure(s) if such is of a temporary nature for the purpose of supporting construction, alteration or improvement activity, or other approved project.

36. GRANTING OF EASEMENTS

LESSEE shall not (i) grant easements, licenses and other rights or privileges in the nature of easements with respect to the land, or (ii) release existing easements, licenses, right-of-ways and other rights or privileges, and LESSEE agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by LESSEE of (a) a copy of the instrument of grant or release or of the agreement or other arrangement, and (b) a written application signed by the LESSOR requesting execution and delivery of such instrument, provided that, such grant or release is not detrimental to the proper conduct of the business of LESSEE, and such grant or release will not impair the effective use or interfere with the efficient and economical operation of the facilities. LESSEE shall not request any payment or other consideration for such execution, the same being amply supported by the promises exchanged in this Agreement. Any payments or other consideration received by LESSOR for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of LESSOR. The obligations of this Section shall survive termination of this Agreement.

37. RULES AND REGULATIONS

LESSEE, its agents and employees, shall be subject to any and all applicable rules, regulations, Airport Standard Operating Procedures, orders and restrictions which are now in force or which may hereafter be adopted by the Wichita Airport Authority or the City of Wichita, Kansas, in respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Wichita Mid-Continent Airport or LESSEE's operations conducted hereunder.

LESSOR shall not be liable to LESSEE for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority as in this Section provided, nor shall LESSEE be entitled to terminate this Agreement by reason thereof unless exercise of such authority shall so interfere with LESSEE's exercise of the rights hereunder as to constitute a termination of this Agreement by operation of law in accordance with the laws of the State of Kansas, or as set out in Section 30, Cancellation By Lessee.

38. MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES

LESSOR may, with due notice, from time-to-time, adopt and enforce reasonable Minimum Standards for Aeronautical Activities on the Airport, and amendments thereto, and the LESSEE agrees to observe and comply with the same. However, any minimum standards which may be developed and promulgated in the future and during the Initial Term of this Agreement shall not have the effect of imposing upon LESSEE the requirements of additional facilities, services or standards beyond that set forth in this Agreement.

39. AIRPORT SECURITY PROGRAM COMPLIANCE

LESSEE must obtain Airport Security Identification and Access Media (I.D. Media) for its employees, subcontractors, suppliers, agents, and representatives requiring access to the sterile areas, secured Air Operations Area (AOA), and Security Identification Display Area (SIDA), or other secured areas as may be identified in the Airport Security Program, and pay any related costs associated with this privileges as set forth under this Section. With respect to the issuance, maintenance, and administration of I.D. Media, the LESSEE shall pay or cause to be paid to the LESSOR all charges as may be established from time to time by the LESSOR. Such costs may include, but are not limited to: (i) the initial issuance of I.D. Media; (ii) the replacement of lost or stolen I.D. Media; (iii) administrative costs with respect to those I.D. Media not returned to the LESSOR.

Said I.D. Media will be valid as set forth under the Airport Security Program, and must be returned to the Airport Public Safety Division, at 2193 Air Cargo Road within twenty-four (24) hours after expiration, suspension, and/or termination of this Agreement. Said I.D. Media will be valid for no longer than the period of this Agreement. The LESSEE shall be responsible for requesting the issuance of I.D. Media to employees or other authorized representatives of the LESSEE who require access to secured areas on the Airport due to operational need and necessity. In addition, LESSEE shall be responsible for the immediate reporting of all lost or stolen I.D. Media and the immediate return of the I.D. Media of LESSEE's personnel transferred from the Airport, or separated from the employ of LESSEE.

LESSEE warrants that it will at all times maintain the integrity of the Airport Security Program and comply with all applicable regulations of the Federal Aviation Administration ("FAA") and Transportation Security Administration ("TSA"), 49 CFR Parts 1500, 1544, 1546, 1548, and 1550 as amended or promulgated, and that it will always maintain the security of the Airport, Premises, and/or any AOA access for which LESSEE is responsible. The LESSOR shall have the right to require the LESSEE to conduct background investigations and to furnish certain data on such employees or other persons before the issuance of I.D. Media, which data may include

the fingerprinting of any and all of its employees, subcontractors, suppliers, agents, and/or representatives. LESSEE also hereby agrees that it shall be responsible for any and all of the actions on the Premises of its employees, subcontractors, suppliers, agents, customers, invitees, and/or representatives and shall provide any and all necessary escorts, as outlined in the Airport Security Program. LESSEE hereby agrees that it will immediately implement any and all security changes that are directed either directly or indirectly by the TSA, FAA, or LESSOR. LESSEE further agrees to correct any security deficiency or other deficiency as may be determined as such by the LESSOR, the Department of Transportation ("DOT"), the FAA, or the TSA, or any other federal or state agency with jurisdiction. In the event LESSEE fails to remedy any such deficiency, the LESSOR may do so at the sole cost and expense of LESSEE. The LESSOR reserves the right to take whatever action is necessary to correct and remedy any security deficiency or other deficiency. When the LESSOR takes actions to remedy deficiencies of any kind, it shall be done in a reasonable and cost-conscious manner.

Should LESSEE, its employees, subcontractors, suppliers, agents, customers, invitees, and/or representatives cause any security violations, and should LESSOR be cited for a civil fine or penalty for such security violation, LESSEE agrees to reimburse LESSOR for any monetary civil fine or penalty which may be imposed on LESSOR. However, nothing herein shall prevent the LESSEE from contesting the legality, validity or application of such fine or penalty to the full extent LESSEE may be lawfully entitled, nor require LESSOR to pursue such a contest on LESSEE'S behalf. LESSEE may have I.D. Media/access privileges immediately suspended and/or revoked by LESSOR for failure to adhere to the Airport Security Program, or for failure to return all I.D. Media within the time-frames specified herein.

The LESSEE agrees that information concerning the location, type, nature, capabilities, application and use of the LESSOR's security system is considered Sensitive Security Information (SSI) as defined by TSR 1520, and shall restrict the distribution, disclosure and availability of SSI only to persons with a need to know. All requests for SSI by persons not directly employed by the LESSEE, and deemed to have a need to know shall be referred to LESSOR for consideration and determination of whether such information is legal and appropriate for dissemination.

Before the LESSEE shall permit any employee, subcontractor, supplier, agents, customer, invitee, and/or representative to operate a motor vehicle of any kind or type on the AOA of Mid-Continent Airport (unless such employee is escorted by a LESSOR-approved escort), the LESSEE shall ensure that all such vehicle operators have completed required AOA access and driver training, possess a current, valid, and appropriate Kansas driver's license, appropriate Airport issued I.D. Media, and a Vehicle Ramp Permit. LESSEE company vehicles prominently displaying a permanent company name and/or logo on vehicles and equipment are excluded from the requirement of displaying a Vehicle Ramp Permit.

The LESSEE agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when entering, exiting and while on the AOA.

The LESSEE agrees that it shall be responsible for the installation, operation, maintenance, and monitoring of all vehicle and/or pedestrian access gates and doors and security access controls on the Premises with access from non-secured areas to the secured AOA. All such access gates and controls require the prior written approval of the LESSOR and shall be in compliance at all times with the Airport Security Program.

40. ENCROACHERS, TRESSPASSERS AND OTHER THIRD PARTY HAZARDS

LESSEE shall lawfully remove, or cause to be removed by LESSOR or other official law enforcement agency, all encroachers, trespassers and other third parties violating laws of the federal, state or local government, or who are not on the Premises for legitimate purposes.

41. FIRE EQUIPMENT AND SYSTEMS

LESSEE shall furnish and maintain on the Premises sufficient smoke detectors, portable fire extinguishing equipment and sufficient fire suppression as may be required by city code and insurance underwriters.

42. ENVIRONMENTAL ASSESSMENT

A "Phase I" and "Phase-II" environmental site assessment shall be conducted, at LESSEE's sole expense, by an environmental consultant satisfactory to the LESSOR within ninety (90) days following the cancellation or termination of this Agreement, and a copy of these reports shall be promptly provided to the LESSOR. The environmental site assessment results shall be compared to the original background levels established by the Technical Report performed by New Jersey Accutest dated July 31, 2006, as shown on Exhibit "B". If any contamination of the property has occurred through LESSEE's fault or negligence, or the fault or negligence of a LESSEE supplier, agent or contractor, then LESSEE shall be required to re-establish background levels to the pre-existing levels, in a timely manner and acceptable to LESSOR.

Nothing in this Section shall be construed to hold LESSEE liable in any way for any environmental impact or release of Hazardous Substances affecting the Premises that occurs by reason of the mitigation, release, discharge or flow from other verifiable and documented off-site

contamination sources that are not attributable to the LESSEE's activity on the Premises. The burden of proof shall rest exclusively with the LESSEE to demonstrate that any such environmental impacts affecting the Premises are not attributable to the LESSEE's activity on the Premises.

43. ENVIRONMENTAL COVENANTS

(a) The LESSEE hereby covenants that it will not cause or permit any Hazardous Substances to be placed, held, located, or disposed of, on, under or at the Premises, other than in the ordinary course of business and in compliance with all applicable laws.

(b) In furtherance and not in limitation of any indemnity elsewhere provided in this Agreement to the LESSOR, the LESSEE hereby agrees to indemnify and hold harmless the LESSOR and the City of Wichita from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the LESSOR or the City of Wichita by any person or entity for or arising out of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during any term of this lease of any Substance (hazardous or otherwise) regulated by any applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws), if such presence, escape, seepage, leakage, spillage, discharge, emission was caused by the LESSEE, or persons within the control of the LESSEE, its officers, employees, agents, contractors, invitees and/or licensees, or if such Substance (hazardous or otherwise) was owned by, or located on the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

(c) If, during the term of this Agreement, the LESSEE receives any notice of (i) the happening of any event involving the use (other than in the ordinary course of business and in compliance with all applicable laws), spill, release, leak, seepage, discharge or cleanup of any Substance (hazardous or otherwise) on the Premises or in connection with the LESSEE's operations thereon or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health, or safety matter affecting the LESSEE from any persons or entity (including, without limitation, the United States Environmental Protection Agency (the "EPA") or the Kansas Department of Health and Environment ("KDHE")), the LESSEE shall immediately notify the LESSOR in writing of said notice.

(d) The LESSOR shall have the right, but not the obligation, and without limitation of the LESSOR's other rights under this Agreement, to enter the Premises or to take such other actions as deemed necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any Substance (hazardous or otherwise) or environmental complaint following receipt of any notice from any person, including, without limitation, the EPA or KDHE, asserting the existence of any Substance (hazardous or otherwise) or an environmental complaint pertaining to the Premises or any part thereof which, if true, could result in an order, suit or other action against the LESSEE and/or which, in the reasonable judgment of the LESSOR, could jeopardize its interests under this Agreement. If such conditions are caused by circumstances within the control of the LESSEE or if such circumstances result from a Substance (hazardous or otherwise) owned by, or located on the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release) all reasonable costs and expenses incurred by the LESSOR in the exercise of any such rights shall be payable by the LESSEE, within 15 days of written demand by Landlord.

(e) If an event of default shall have occurred and be continuing, the LESSEE at the request of the LESSOR shall periodically perform, at the LESSEE's expense, an environmental audit and, if reasonably deemed necessary by the LESSOR, an environmental risk assessment, of the Premises, or the hazardous waste management practices and/or hazardous waste disposal sites used by the LESSEE with respect to the Premises. Such audits and/or risk assessments shall be conducted by an environmental consultant satisfactory to the LESSOR, and all environmental audits and environmental risk assessments must be reasonable satisfactory to the LESSOR. Should the LESSEE fail to perform any such environmental audit or risk assessment within 90 days of the written request of the LESSOR, the LESSOR shall have the right, but not the obligation, to retain an environmental consultant to perform any such environmental audit or risk assessment. All costs and expenses incurred by the LESSOR in the exercise of such rights shall be payable by the LESSEE on demand.

(f) Neither LESSEE nor LESSOR shall install or permit to be installed in the Premises friable asbestos, electrical equipment containing polychlorinated biphenyls (PCBs), or any Substance containing asbestos and deemed hazardous by federal or state regulations applicable to the Premises and respecting such material. The LESSEE shall defend, indemnify, and save the LESSOR and the City of Wichita harmless from all costs and expenses (including consequential damages) asserted or proven against the LESSEE by any person, as a result of the presence of said Substances, and the costs of any removal or compliance with such regulations, if said Substance was installed by the LESSEE, or persons within its control.

(g) Subject to any limitations or restrictions imposed by the Kansas Budget Law or Cash Basis Law, the LESSOR hereby agrees to indemnify and hold harmless the LESSEE from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the LESSEE by any person or entity for, arising out of, the presence on or under, or the escape, seepage, leakage,

spillage, discharge, emission, discharging or release from the Premises during the term of this Agreement and the period prior to the term of this Agreement of any Substance (hazardous or otherwise) (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning any Hazardous Substance) unless such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the LESSEE, or persons within the control of the LESSEE, its officers, employees, agents, invitees and/or licensees, or if such Substance (hazardous or otherwise) was owned by, or placed upon the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release except to the extent such was caused by the LESSOR).

Environmental compliance shall not be limited to those items noted within this lease but shall include any current or future federal, state, or local law, statute or regulation, that may be required of LESSEE's operation (storage or use of Substances (hazardous or otherwise), activities of LESSEE's employees or contracted vendor's etc.). LESSEE shall provide LESSOR upon request copies of any plan, training program, training records, material safety data sheet or any other documentation required by said laws.

(h) The provisions of this article shall survive the termination of this Agreement.

44. IMPOSITIONS

LESSEE shall, during the life of this Agreement, bear, pay and discharge, before the delinquency thereof, any and all impositions, including all lawful taxes and assessments imposed on the Premises, personal property thereon, or LESSEE's possessory right therein. In the event any impositions may be lawfully paid in installments, LESSEE shall be required to pay only such installments thereof as become due and payable during the life of this Agreement as and when the same become due and payable. LESSOR covenants that without LESSEE's written consent it will not, unless required by law, take any action intended to cause or induce the levying or assessment of any imposition (other than special assessments levied on account of special benefits or other impositions for benefits or services uniformly imposed) which LESSEE would be required to pay under this Section and that should any such levy or assessment be threatened or occur LESSOR shall, at LESSEE's request, fully cooperate with LESSEE in all reasonable ways to prevent any such levy or assessment. Nothing herein contained shall prevent LESSEE from contesting the legality, validity, or application of any such tax or assessment to the full extent LESSEE may be lawfully entitled to do so.

45. INDEMNITY

LESSEE, shall protect, defend and hold LESSOR and the City of Wichita and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Premises or the acts or omissions of LESSEE's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of LESSOR. The LESSOR shall give to LESSEE reasonable notice of any such claims or actions.

LESSOR shall protect, defend and hold LESSEE, its officers, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury to or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs and expert fees), of any nature whatsoever arising out of or incident to this agreement and/or the use or occupancy of the Premises or the acts of omissions of LESSOR's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of LESSEE. The LESSEE shall give LESSOR reasonable notice of any such claims or actions.

Should LESSEE, its employees, subcontractors, suppliers, agents, customers, and/or representatives cause any violations of federal, state or local law, regulation or ordinance, and should LESSOR be cited for a fine or penalty for such violation, LESSEE agrees to reimburse LESSOR for any monetary fine or penalty which may be imposed on LESSOR. However, nothing herein shall prevent the LESSEE from contesting the legality, validity or application of such fine or penalty to the full extent LESSEE may be lawfully entitled, nor require LESSOR to pursue such a contest on LESSEE's behalf.

The provisions of this Section shall survive the expiration or termination of this Agreement to the extent that they relate to liabilities, losses, suits, claims, judgments, fines or demands arising from or incident to events occurring during LESSEE'S occupancy of the Premises. The LESSEE shall use counsel reasonably acceptable to LESSOR in carrying out its obligations in this Section.

46. DAMAGE OR DESTRUCTION

In the event that facilities or improvements on the Premises are damaged or destroyed in whole or in part by fire, lightning or any other peril or other casualty during the term of this Agreement, this Agreement shall remain in full force and effect and LESSEE shall proceed with due diligence to repair, restore, rebuild or replace said damaged or destroyed property or parts thereof to as good a condition as all affected properties were in immediately prior to such damage or destruction, subject to such alterations as LESSEE may elect to make and are permitted in this Agreement. All proceeds from the insurance policies related to such damage or destruction shall be applied to cover the cost of such repairs or restoration.

In the event the improvements are damaged or destroyed in whole or in part by fire, lightning or any other peril or casualty not resulting in whole or in part from the actions of the LESSEE during the term of this Agreement, and such damage, destruction or loss exceeds fifty five percent (55%) of the value of the property as it existed prior to the casualty loss, LESSEE shall have the election, indicated by written notice given to LESSOR within 180 days after the occurrence of such event, not to repair, restore, rebuild or replace the improvements. Upon such election by LESSEE, this Agreement shall be terminated effective as of the date such notice is given by LESSEE, and neither party shall have any further rights or obligations pursuant to this Agreement other than LESSEE'S obligation to satisfy damages arising from any negligent or intentional action of itself, its employees, agents or invitees to the extent not covered by insurance proceeds. All of the insurance proceeds shall be paid to LESSEE and LESSOR in pro-rata distributions as their interests may appear based upon the fair market value of each party's interest at the time the proceeds are received. Where allowed by the insurance policy, insurance proceeds shall first be applied to removal of damaged improvements from the Premises before such distribution.

47. CONDEMNATION

If, during the term, title to, or the temporary use of, all or any part of the Premises shall be condemned by any authority exercising the power of eminent domain, LESSEE shall, within fifteen (15) days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify LESSOR in writing as to the nature and extent of such condemnation and whether it is practicable for LESSEE to acquire or construct substitute improvements, or whether LESSEE shall elect to terminate this lease.

If LESSEE shall determine that such substitution is practicable and desirable and LESSOR shall agree thereto, LESSEE shall forthwith proceed with and complete with reasonable dispatch the acquisition or construction of such substitute improvements. In such case, any net proceeds

received from any award or awards with respect to the Premises or any part thereof made in such condemnation or eminent domain proceeds shall be used and applied for the purpose of paying the cost of such substitution. Any proceeds not required for such costs shall be distributed to the parties in pro-rata distributions as their interests may appear based upon Agreement term remaining and the fair market value of each party's interest at the time the proceeds are received.

If LESSEE shall determine that it is not practicable and desirable to acquire or construct substitute improvements, any net proceeds shall be distributed to the parties in pro-rata distributions as their interests may appear based upon the Agreement term remaining, and the fair market value of each party's interest at the time the proceeds are received.

LESSOR shall cooperate fully with LESSEE in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Premises or any part thereof. In no event will LESSEE or LESSOR voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Premises without the mutual agreement and written consent of the other party to this Agreement.

48. MODIFICATIONS FOR GRANTING FAA FUNDS

In the event that the LESSOR determines the Federal Aviation Administration requirements call for modifications or changes to this Agreement as a condition precedent to granting of funds for the improvement of the Airport, these modifications or changes shall supersede this Agreement and LESSEE agrees to consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required by the LESSOR to fully comply with federal grant assurances and directives and to obtain Federal Aviation Administration grants-in-aid, provided that no such changes shall materially alter the rights or obligations of LESSEE hereunder.

49. NONDISCRIMINATION

The LESSEE agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, disability, age (except where age is a bona fide occupational qualification), national origin or ancestry in its operations or services, and its use or occupancy of property under this Agreement. The LESSEE agrees to comply with all applicable provisions of federal and state laws, regulations, or executive orders prohibiting discriminatory conduct.

50. GENERAL PROVISIONS

Facility Development. LESSOR reserves the right to further develop or improve the landing area or any other area, building or other improvement within the present or future boundaries of Airport as it sees fit in its sole judgment regardless of the desires or view of LESSEE and without interference or hindrance by LESSEE. Further, LESSOR retains the absolute right to maintain, repair, develop and expand or replace the terminal building, utilities, ramps, taxiways, runways, streets, roadways, sidewalks, any other airport facility, airport improvement or airport property free from any and all liability to LESSEE for loss of business or damage of any nature whatsoever as may be occasioned during or because of the performance of such maintenance, repair, development, expansion or replacement.

Maintenance, Repair, Direction and Control. LESSOR reserves the right, but is not obligated to exercise the right, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LESSEE in this regard. These areas will include, but are not limited to, those areas which are necessary to serve the aeronautical users of the Airport, except that LESSOR will not be obligated to maintain and keep in repair such areas of the Airport as may be leased to or under the control of Airport tenants, whether such area serves aeronautical users or otherwise.

Operation of Airport by the United States of America. This Agreement and all the provisions hereof will be subject to whatever right the United States of America now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

14 CFR Part 77 of Federal Aviation Regulations. LESSEE agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building, structure, or attachment thereto is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises. LESSEE by accepting this Agreement expressly agrees for itself, its successors and assigns, that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Premises which will exceed such maximum height as may be stipulated by LESSOR. It is understood and agreed that applicable laws, codes, regulations or agreements concerning height restrictions will govern the maximum height to be stipulated by LESSOR. In the event the aforesaid covenants are breached, LESSOR reserves the right to enter upon the Premises and to remove the offending structure or object, and cut down the offending tree, all of which will be at the expense of LESSEE and without liability to LESSOR.

Airspace. There is hereby reserved to LESSOR, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight will include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport. No liability on the part of LESSOR will result from the exercise of this right.

Easement for Flight. LESSEE releases LESSOR from any present or future liability whatsoever and covenants not to sue LESSOR for damages or any other relief based directly or indirectly upon noise, light, vibrations, smoke, fumes, odors, air currents, electronic or other emissions occurring as a result of aviation or airport related operations at or otherwise associated with the Airport. This release and covenant includes but is not limited to claims for damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, interference with use and enjoyment of property, nuisance, or inverse condemnation or for injunctive or other extraordinary or equitable relief. It is further agreed that LESSOR shall have no duty to avoid or mitigate such damages by, without limitation, setting aside or condemning buffer lands, rerouting air traffic, erecting sound or other barriers, establishing curfews, noise or other regulations, relocating airport facilities or operations or taking other measures, except to the extent, if any, that such actions are validly required by government authority. LESSOR reserves these rights from the Premises an easement for flight of aircraft in or adjacent to the airspace above the Premises and for the existence and imposition over, on and upon said Premises of noise, light, vibrations, smoke, fumes, odors, air currents, electronic or other emissions, discomfort, inconvenience, interference with use and enjoyment, and any consequent reduction in market value which may occur directly or indirectly as a result of aviation, airport or airport-related operations at or otherwise associated with use of the Airport. LESSEE accepts the Premises subject to the risks and activities hereinabove described.

Airport Hazards. LESSEE by accepting this Agreement agrees for itself, its successors and assignees, that it will not make use of the leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event this Agreement term is breached, LESSOR reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of LESSEE without liability to LESSOR of any kind.

Airport Rules and Regulations, Policies, and Standard Operating Procedures. LESSOR will have the right to adopt, amend and enforce reasonable airport rules and regulations, policies and standard operating procedures with respect to use of and the conduct and operation of the Airport, its buildings and facilities or any improvements within the present or future boundaries of the Airport, which LESSEE agrees to observe and obey.

Federal Aviation Administration Requirements. LESSOR and LESSEE agree that the requirements of the Federal Aviation Administration (FAA) set out below are approved by both parties, and if applicable, LESSEE agrees to comply with all FAA requirements with respect to its operations, use of the Airport and this Agreement:

(a) The LESSEE, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) The LESSEE, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) The LESSEE assures that it will undertake an affirmative action program if required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The LESSEE assures that it will require that its covered suborganizations provide assurances to the LESSEE that they similarly will undertake affirmative action programs, and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

(d) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

(e) LESSEE agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that LESSEE may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(f) LESSOR reserves the right (but shall not be obligated to LESSEE) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of LESSEE in this regard.

(g) LESSOR reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of LESSEE, and without interference or hindrance.

(h) LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of LESSOR, would limit the usefulness of the airport or constitute a hazard to aircraft.

(i) During time of war or national emergency LESSOR shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

(j) It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

(k) There is hereby reserved to LESSOR, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on or about the airport.

(l) This Agreement shall become subordinate to provisions of any existing or future agreement between the LESSOR and the United States of America or any agency thereof relative to the operation, development or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

Subordination to Agreements with the U.S. Government. This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between LESSOR and the United States Government relative to the operation or maintenance of Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to LESSOR for Airport purposes, or the expenditure of federal funds for the improvement or development of Airport, including the expenditure of federal funds for the development of Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. LESSOR covenants that it has no existing agreements with the United States Government in conflict with the express provisions hereof.

Non-Waiver of Rights. No waiver or default by either party of any of the terms, warranties, covenants and conditions hereof to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, warranties, covenants or conditions herein contained, to be performed, kept and observed by the other party.

Notices. Notices required herein may be given by registered, certified, or express mail, and shall be deemed served on the date such notice is deposited in the United States Mail, or by prepaid private courier in the continental United States. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received.

Until any such change is made, notices to LESSOR shall be delivered as follows:

Wichita Airport Authority
Wichita Mid-Continent Airport
2173 Air Cargo Road
Wichita, Kansas 67209

Until any such change is made, notices to LESSEE shall be delivered as follows:

Attn: Randy Blad
Hawker Beechcraft Global Customer Support LLC
10511 E. Central
Wichita, Kansas 67206

and bills and statements to LESSEE shall be sufficient if sent via email to:

dave_lambertz@beechcraft.com

Captions. The captions/headings of the Sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provisions of this Agreement, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Severability and Invalid Provisions. In the event any term, covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such term, covenant, condition or provision shall in no way affect any other term, covenant, condition or provision herein contained; provided, however, that the invalidity of any such term, covenant, condition or provision does not materially prejudice either the LESSOR or the LESSEE in their respective rights and obligations contained in the valid terms, covenants, conditions or provisions in this agreement.

Waiver of Claims. LESSEE hereby waives any claim against LESSOR and its officers or employees for loss of anticipated profits, consequential or incidental damages, or claim for attorney fees caused by or resulting any suit or proceedings directly or indirectly attacking the validity of Agreement or any part thereof, or the manner in which it is executed or performed, or by any judgment or award in any legal proceeding declaring this Agreement null, void or voidable, or delaying the same of any part thereof, from being carried out. This waiver extends to all claims, whether the supporting legal theory lies in common law or has a statutory basis.

Incorporation of Exhibits. All exhibits referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

Incorporation of Required Provisions. The parties incorporate in this Agreement by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

Non-Liability of Agents and Employees. No member, officer, agent or employee of either party to this Agreement shall be charged personally, or held contractually liable by or to the other party under the terms or provisions of this Agreement, or because of any breach thereof or because of its or their execution or attempted execution.

Successors and Assigns Bound. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Agreement.

Time of Essence. Time is of the essence in this Agreement.

Relationship of the Parties. It is understood LESSEE is not in any way or for any purpose a partner or joint venturer with or an agent of LESSOR. LESSEE shall act as an independent contractor in the performance of its duties pursuant to this Agreement.

Interpretation. LESSOR and LESSEE hereby agree that this Agreement shall not be construed or interpreted in favor of either party on the basis of preparation.

Kansas Laws to Govern. This Agreement and the terms and conditions herein contained shall at all times be governed, interpreted and construed under and in accordance with the laws of the State of Kansas, and venue for resolution of any issue pertaining to this Agreement shall be in Sedgwick County, Kansas.

51. THIRD PARTY RIGHTS

It is agreed between the parties that it is not intended by any of the provisions of this Agreement to create for the public or any member thereof the status of a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

52. QUIET ENJOYMENT

LESSOR agrees that, on payment of the rentals and fees and performance of the terms, covenants, conditions and agreements on the part of LESSEE to be performed in this Agreement, LESSEE will have the right to peaceably occupy and enjoy the Premises, subject however, to the General Provisions contained in Section 50.

53. HOLD OVER

In the event LESSEE holds over the lease of the Premises, any rights granted after expiration of this Agreement without any written renewal of it shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create a month-to-month arrangement, which may be terminated within thirty (30) days notice by LESSOR or LESSEE.

54. SURRENDER OF POSSESSION AND RESTORATION

LESSEE shall yield and deliver to LESSOR possession of the Premises at the expiration or termination of this Agreement in good condition in accordance with LESSEE's obligations in this Agreement, except for reasonable wear and tear, or fire or other casualty for which full insurance compensation has been paid as agreed. LESSEE shall, at its expense, deliver the Premises in good order and condition, including: (1) cleaning and hauling away all supplies and trash; (2) removing by legal means all materials and Substances classified as hazardous; (3) leaving in operating condition all bulbs and ballasts; (4) replacing all broken glass, (5) remove all computer network cable, and (6) return to LESSOR all keys to all doors and gates.

LESSEE, at LESSEE's expense, shall remove during the Term of the Agreement or at its expiration all non-attached equipment and personal property placed by LESSEE on or about the Premises herein leased, subject to LESSEE's repairing any damage thereto caused by such removal and subject to any valid lien which LESSOR may have on that property for unpaid rents, expenses or fees.

In the event LESSEE does not remove all of its equipment and personal property within thirty (30) calendar days after the termination of this Agreement, any remaining property shall be considered abandoned and LESSOR may dispose of said property without any further responsibility or liability to LESSEE. The net disposal costs of such property shall be the financial obligation of LESSEE.

55. INTENTION OF PARTIES

This Agreement is intended solely for the benefit of LESSOR and LESSEE and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. Any work done or inspection of the Premises performed by LESSOR is solely for the benefit of LESSOR and LESSEE.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship, between the parties hereto. Further, non-parties to this Agreement may not maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Agreement. The parties shall understand and agree that neither the method of payment, nor any other provision contained herein, nor any act(s) of the parties hereto creates a relationship other than the relationship of the LESSOR and the LESSEE.

56. ENTIRE AGREEMENT

The parties understand and agree that this instrument contains the entire Agreement between them. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to the Agreement or the making or entry into this Agreement, except as expressed in this Agreement, and that no claim or liability or cause for termination shall be asserted by either party against the other and such party shall not be liable by reason of, the making of any representations or promises not expressly stated in this Agreement, any other written or oral agreement with the other being expressly waived.

The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for which they are acting herein.

The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel deemed necessary for them to form a full and complete understanding of all rights and obligations herein.

57. AMENDMENT

This Agreement constitutes the entire Agreement between the parties for the lease of Premises set forth and identified under Section 1. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

58. APPROVAL, CONSENT, DIRECTION OR DESIGNATION BY LESSOR

Wherever under this Agreement, approvals, consents, directions, or designations are required or permitted, such approvals, consents, directions, or designations required or permitted under this Agreement shall be performed by the Director of Airports, or his/her authorized representative. Approvals, consents, directions, or designations made at any time by the Director of Airports, and from time to time, may be withdrawn or modified by notice from LESSOR to LESSEE.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President
"LESSOR"

By _____
Victor D. White, Director of Airports

ATTEST: HAWKER BEECHCRAFT GLOBAL CUSTOMER SUPPORT, LLC

By _____

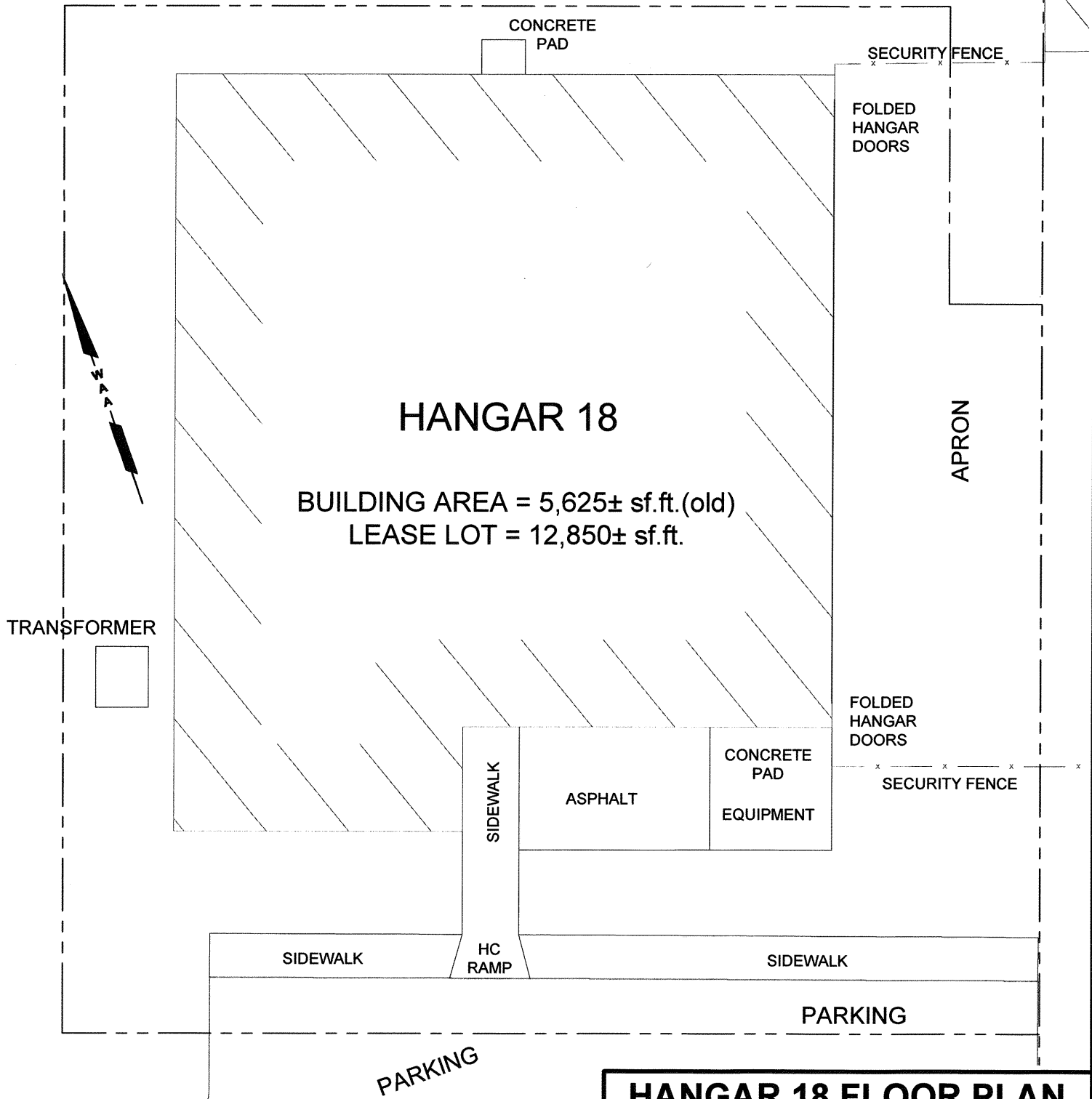
By _____

Title _____

Title _____

Randy Blad, Real Estate Manager
"LESSEE"

APPROVED AS TO FORM: _____ Date: _____
Director of Law



HANGAR 18 FLOOR PLAN

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
10/23/13	H.G.O.	1" = 16'	1 of 1

City of Wichita
City Council Meeting
January 7, 2014

TO: Wichita Airport Authority

SUBJECT: General Services Administration
Lease No. GS-06P-LKS31036
2299 Airport Road, 2nd floor - Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the agreement.

Background: Since November 2002, the Wichita Airport Authority (WAA) has leased to the General Services Administration (GSA) 8,626 sq. ft. of office space on the second floor of the terminal building for use by the Transportation Security Administration (TSA). The lease is set to expire January 14, 2014.

Analysis: The GSA is desirous of entering into a new lease for use of this space until TSA occupies office space in the new terminal. The term requested is from January 15, 2014, through January 14, 2015, or until the occupancy of the new terminal building. A new lease will be drawn for replacement office space in the new terminal once the configuration of the space is determined next year.

Financial Considerations: Facility rent for this space is \$375,561 per year, which consists of \$327,561 for office rental and \$48,212 for parking and services. The services provided by the WAA are janitorial, heating, electrical, plumbing, and various other services. This amount reflects an annual increase of \$42,343 above the previous agreement amount, or a 1% increase compared to last year.

Legal Considerations: The Agreement has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Agreement and authorize the necessary signatures.

Attachments: Agreement.

Wichita, Kansas
December 23, 2013
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry Wadle, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Eoghan Miller, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated December 16, 2013, were read and on motion approved.

Bids were opened December 20, 2013, pursuant to advertisements published on:

WICHITA AIRPORT AUTHORITY/ENGINEERING DIVISION: Renovation of FAA Building.

Deferred two weeks

The Purchasing Division recommended that the contracts be deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids recommended that the contracts be deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Martha Strayer, Administrative Assistant,
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

Wichita, Kansas
January 6, 2014
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry Wadle, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Eoghan Miller, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated December 30, 2013, were read and on motion approved.

Bids were opened January 3, 2014, pursuant to advertisements published on:

WICHITA AIRPORT AUTHORITY/ENGINEERING DIVISION: Renovation of FAA Building.

Deferred one week

The Purchasing Division recommended that the contracts be deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids recommended that the contracts be deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Martha Strayer, Administrative Assistant,
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager

DATE: January 6, 2014

WICHITA AIRPORT AUTHORITY BIDS – VICTOR WHITE, DIRECTOR OF AIRPORTS

December 20, 2013

Renovation of Federal Aviation Administration Building– Wichita Airport Authority/Engineering Division
(Defer to January 6, 2014)

January 3, 2014

Renovation of Federal Aviation Administration Building– Wichita Airport Authority/Engineering Division
(Defer to January 13, 2014)

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.



Melinda A. Walker
Purchasing Manager

**Bid Results****Registration Solicitations Document Inquiry Login Help**

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line**Solicitation: FB340237 Renovation of FAA Building****Close Date/Time: 12/20/2013 10:00 AM CST****Solicitation Type: Formal Bid****[Return to the Bid List](#)****Award Method: Aggregate Cost****Department: Airport Engineering****Responses: 1**

Vendors	Complete	Bid Total	City Comments
<u>COMPTON CONSTRUCTION CORP</u>	Complete	\$1,195,770.00	Defer to 1-6-14 Wichita Airport Authority/Engineering Division

BID IS WITHIN ARCHITECTS ESTIMATE**[Top of the Page](#)**

**Bid Results**

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: FB340237 Renovation of FAA Building

Close Date/Time: 12/20/2013 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Airport Engineering

Responses: 1

Vendors	Complete	Bid Total	City Comments
<u>COMPTON CONSTRUCTION CORP</u>	Complete	\$1,195,770.00	Defer to 1-13-14 Wichita Airport Authority/Engineering Division

BID IS WITHIN ARCHITECTS ESTIMATE

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